

[EXHIBIT F]

BILL OF SALE

THIS BILL OF SALE, dated as of this ____ day of _____ 2010, by EBG Holdings LLC, a Delaware limited liability company ("Holdings"), Boston Generating, LLC, a Delaware limited liability company ("BGen"), Mystic I, LLC, a Delaware limited liability company ("Mystic I"), Fore River Development, LLC, a Delaware limited liability company ("FRD"), Mystic Development, LLC, a Delaware limited liability company ("Mystic Development"), BG Boston Services, LLC, a Delaware limited liability company ("BGBS"), and BG New England Power Services, Inc., a Delaware corporation (together with Holdings, BGen, Mystic I, FRD, Mystic Development and BGBS, "Sellers" and each a "Seller"), to _____, a _____ ("Buyer").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 7, 2010 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among Sellers, Buyer, and Guarantor (as defined therein), Sellers have agreed to sell, convey, assign, transfer and deliver all of its right, title and interest in the Acquired Assets (as defined in the Purchase Agreement) to Buyer, and Buyer has agreed to purchase and acquire such Assets from Sellers, all as more fully described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms that are used but not defined in this Bill of Sale shall have the meaning ascribed to such terms in the Purchase Agreement.
2. Conveyance. Each Seller does hereby sell, convey, assign, transfer and deliver to Buyer all of its right, title and interest in and to all of the Acquired Assets, free and clear of all Liens (other than Liens included in the Assumed Liabilities and Permitted Liens), to have and to hold such Acquired Assets to and for Buyer's use forever.
3. Appointment. Each Seller hereby constitutes and appoints Buyer, and its successors and assigns, as such Seller's true and lawful attorney, with full power of substitution, in such Seller's name and stead, by, on behalf of and for the benefit of Buyer, and its successors and assigns, to demand and receive any and all of the Acquired Assets transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Buyer, and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, and its successors or assigns, may deem proper for the collection or reduction to possession of any of the Acquired Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed, transferred and delivered, and to do all acts and things in relation to the Acquired Assets transferred hereunder that Buyer, and its successors or assigns, shall deem desirable.

4. No Third Party Beneficiaries. Nothing in this Bill of Sale, express or implied, is intended to or shall confer upon any other Person or Persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Bill of Sale.

5. Binding Effect; Assignment. This Bill of Sale shall be binding upon and inure solely to the benefit of Buyer and Sellers and their respective successors (whether by operation of Law or otherwise) and permitted assigns.

6. Governing Law. This Bill of Sale shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the substantive laws of the State of New York, without giving effect to any provision thereof that would require the application of the substantive laws of any other jurisdiction, except to the extent that such laws are superseded by the Bankruptcy Code.

7. Construction. This Bill of Sale is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall prevail.

[Signature pages follow]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered
by the duly authorized officers of the parties hereto as of the date first above written.

SELLERS:

EBG HOLDINGS LLC

By: _____
Name:
Title:

BOSTON GENERATING, LLC

By: _____
Name:
Title:

MYSTIC I, LLC

By: _____
Name:
Title:

FORE RIVER DEVELOPMENT, LLC

By: _____
Name:
Title:

MYSTIC DEVELOPMENT, LLC

By: _____
Name:
Title:

BG BOSTON SERVICES, LLC

By: _____
Name:
Title:

[Bill of Sale]

BG NEW ENGLAND POWER SERVICES, INC.

By:_____

Name:

Title:

[Bill of Sale]

[SCHEDULES]

DISCLOSURE SCHEDULE

TO THE

ASSET PURCHASE AGREEMENT

BY AND AMONG

CONSTELLATION HOLDINGS, INC.,

CONSTELLATION ENERGY GROUP, INC.,

AND

EBG HOLDINGS LLC,

BOSTON GENERATING, LLC,

MYSTIC I, LLC,

FORE RIVER DEVELOPMENT, LLC,

MYSTIC DEVELOPMENT, LLC,

BG BOSTON SERVICES, LLC

AND

BG NEW ENGLAND POWER SERVICES, INC.

DATED AS OF

August 7, 2010

EXECUTION COPY

This Disclosure Schedule has been prepared and delivered in accordance with the Asset Purchase Agreement, dated as of August 7, 2010 (the "Agreement"), by and among EBG Holdings LLC, a Delaware limited liability company ("Holdings"), Boston Generating, LLC, a Delaware limited liability company ("BGen"), Mystic I, LLC, a Delaware limited liability company ("Mystic I"), Fore River Development, LLC, a Delaware limited liability company ("FRD"), Mystic Development, LLC, a Delaware limited liability company ("Mystic Development"), BG Boston Services, LLC, a Delaware limited liability company ("BGBS"), and BG New England Power Services, Inc., a Delaware corporation (together with Holdings, BGen, Mystic I, FRD, Mystic Development and BGBS, "Sellers" and each a "Seller"), Constellation Holdings, Inc, a Maryland corporation ("Buyer"), and Constellation Energy Group, Inc., a Maryland corporation ("Guarantor"). Unless the context otherwise requires, capitalized terms used but not defined in this Disclosure Schedule shall have the respective meanings assigned to such terms in the Agreement.

Buyer, Sellers and Guarantor acknowledge and agree that (i) neither this Disclosure Schedule nor any disclosure made in or by virtue of this Disclosure Schedule shall constitute or imply any representation, warranty, covenant, assurance or undertaking by the Company, except as expressly provided in the Agreement; (ii) information disclosed in any numbered part of this Disclosure Schedule shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered Section in the Agreement and shall not be deemed to relate to or qualify any other representation or warranty unless such relation or qualification is reasonably apparent; (iii) no reference to or disclosure of any item in this Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Disclosure Schedule; (iv) the section headings and subheadings in this Disclosure Schedule are for convenience of reference only and shall not be deemed to alter or affect the express description of the Disclosure Schedule and its sections as set forth in the Agreement and (v) unless otherwise indicated, the date of all sections of the Disclosure Schedule is the date of the Agreement.

Nothing in this Disclosure Schedule constitutes an admission of any liability or obligation of any Seller or any of its Affiliates to any third party, nor an admission against any Seller's or any of its Affiliates' interests.

Table of Contents

Schedule 1.2	Specified Contracts
Schedule 2.1(a)-1	Owned Real Property
Schedule 2.1(a)-2	Leased Real Property
Schedule 2.1(a)-3	Entitled Real Property
Schedule 2.1(c)	Assumed Contracts
Schedule 2.1(d)	Permits
Schedule 2.1(e)	Inventory
Schedule 2.1(m)	Air Emissions Credits and Allowances
Schedule 3.4	Adjusted Net Working Capital Principles and Methodologies
Schedule 4.3	Governmental Approvals; Necessary Consents
Schedule 4.8	Litigation
Schedule 4.9(a)	Labor and ERISA Matters
Schedule 4.9(b)	Benefit Plans
Schedule 4.9(e)	Title IV Plans
Schedule 4.12	Validity of Permits
Schedule 5.3	Buyer Governmental Approvals
Schedule 5.8	ISO New England Ownership
Schedule 6.18	Credit Support Requirements

Schedule 1.2

Specified Contracts

Credit Suisse Energy LLC

<u>Name of Contract</u>	<u>Date of Contract</u>
Schedule to ISDA Master Agreement	November 20, 2006
Amended and Restated Schedule to ISDA Master Agreement	December 20, 2006
ISDA Master Agreement by and between Credit Suisse Energy LLC and Boston Generating, LLC	December 20, 2006
Confirmation: Financial Swap – Cash Settled (NEMA Hedge A)	December 20, 2006
Confirmation: Financial Swap – Cash Settled Confirmation (NEMA Hedge B)	December 20, 2006
Confirmation: Financial Put Swaption – Cash Settled Confirmation (NEMA Hedge A)	January 29, 2007
Confirmation: Financial Put Swaption – Cash Settled Confirmation (NEMA Hedge B)	January 29, 2007
Confirmation Amendment to Transactions Executed on December 20, 2006 and January 29, 2007 (NEMA Hedge A)	August 19, 2007
Confirmation Amendment to Transactions Executed on December 20, 2006 and January 29, 2007 (NEMA Hedge A)	October 1, 2007
Letter Agreement Consenting to Reduction of Party B LC Amount and Amending ISDA Master Agreement	March 27, 2008
Confirmation Amendment to Transactions Executed on November 20, 2006 and restated on December 20, 2006 and January 29, 2007 and subsequently amended on October 1, 2007	November 14, 2008
Confirmation Amendment to Transactions Executed on November 20, 2006 and restated on December 20, 2006 and January 29, 2007 and subsequently amended on October 1, 2007 and on November 14, 2008 (NEMA Hedge A)	November 19, 2008

Sequent Energy Management, L.P.

<u>Name of Contract</u>	<u>Date of Contract</u>
Fuel Management Agreement by and between Boston Generating, LLC and Sequent Energy Management, L.P.	April 1, 2008
NAESB Base Contract between Sequent Energy Management, L.P. and Boston Generating, LLC	March 1, 2008
Transaction Confirmation For Natural Gas (Mystic 7 Facility)	n/a
Transaction Confirmation For Natural Gas (Fore River	n/a

Facility)	
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Sempra Energy Trading LLC

<u>Name of Contract</u>	<u>Date of Contract</u>
ISDA Master Agreement between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007
Schedule to the December 11, 2007 ISDA Master Agreement between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007
Credit Support Annex to the Schedule to the December 11, 2007 ISDA Master Agreement between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007
Paragraph 13 to the Credit Support Annex to the Schedule to the December 11, 2007 ISDA Master Agreement between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007
Confirmation of Financially-Settled Heat Rate Option between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007
ISDA Master Agreement between Sempra Energy Trading LLC and Boston Generating, LLC	December 18, 2008
Amendment Agreement # 1 to December 18, 2008 ISDA Master Agreement between Sempra Energy Trading LLC and Boston Generating, LLC	January 15, 2009

Schedule 2.1(a)-1

Owned Real Property

Owner	Metes and Bounds Description
<p>Mystic I, LLC</p> <p><u>Street Address:</u> 173 Alford Street, Charlestown, MA 02129</p>	<p>Those certain parcels of land, consisting of both unregistered and registered land, together with the buildings and other improvements thereof, if any (collectively, such land, buildings and improvements shall be referred to herein as the “Premises”) situated in the Town of Everett, Middlesex County and the City of Boston, Suffolk County in the Commonwealth of Massachusetts, shown as (i) unregistered parcels now or formerly owned by Site Mystic LLC; (ii) Lot 4 on Suffolk LCC 30557 and Lot 1 on Suffolk LCC 26243; (iii) Lot B on Middlesex LCC 34681; and (iv) Land Court Lot 15 on a plan entitled “Plan of Land Being a Subdivision of Lot D and Lot E Shown on LCC 2455B and Lot 10 and Lot 11 Shown on LCC 2455D in Everett, MA (Middlesex County),” dated December 18,2000, prepared by Beals and Thomas, Inc. filed with the Land Court Engineers in Boston on January 30,2001 as Plan No. 2455F (the “plan ”), bounded and described as follows:</p> <p>NORTHERLY by the southwestern sideline of Dexter Street, 466.02 feet;</p> <p>EASTERLY by the unregistered portion of the Mystic Redevelopment Parcel, as shown on the Plan, 447.70 feet;</p> <p>NORTHEASTERLY by the same, 137.57 feet;</p> <p>EASTERLY by the same, in two courses measuring 57.27 feet and 126.37 feet, respectively;</p> <p>NORTHERLY by the same, 80.01 feet;</p> <p>NORTHEASTERLY by the same, 71.64 feet;</p> <p>EASTERLY by the same, 207.31 feet;</p> <p>EASTERLY, NORTHEASTERLY, AND EASTERLY by Lot 14, as shown on the plan, in three courses measuring 33.09 feet; 106.53 feet; and 1,029.46 feet respectively;</p> <p>SOUTHERLY by the Extreme Low Water Line of the Mystic River, as shown on the Plan, in two courses measuring 676 feet +/- and 700 feet +/-, respectively;</p> <p>NORTHERLY by the land of, or formerly of, the Commonwealth of Massachusetts, 40 feet;</p> <p>WESTERLY by the same, 180 feet;</p> <p>SOUTHERLY by the same, 106.10 feet;</p> <p>WESTERLY by the same, 95.21 feet;</p> <p>SOUTHERLY by the same, 63.49 feet;</p> <p>WESTERLY by the Eastern sideline of Alford Street, as shown on the Plan, in</p>

Owner	Metes and Bounds Description
	<p>four courses measuring 307.33 feet, 448.94 feet, 583.02 feet and 199.81 feet, respectively;</p> <p>WESTERLY, by the intersection of Alford and Dexter Streets, as shown</p> <p>NORTHWESTERLY on the Plan, in three courses forming a curved line</p> <p>AND NORTHERLY measuring 32.66 feet, 27.73 feet and 79.97 feet respectively</p> <p>The registered portion of the Premises consists of Lot B on Middlesex LCC 34681, Lot 4 on Suffolk LCC 30557 and Lot I on Suffolk LCC 26243 and Lot 15, as bounded and described as follows:</p> <p>A certain parcel of registered land situated in Everett, Middlesex County, Massachusetts, shown as Lot 15 on the Land Court Plan No. 2455F.</p> <p>According to the Plan, the approximate square footage of the parcels comprising the above described Premises are as follows: (a) Lot 15 consists of 493,800 square feet +/-; (b) Lot B registered as Land Court Certificate No. 15041A consists of 21,004 square feet +/-; (c) the unregistered land comprising the remainder of the Premises located in the Town of Everett consists of 1,235,196 square feet +/-; and (d) the unregistered land in addition to land registered as Land Court Certificate No. 11006B located in the City of Boston consists of 128,054 square feet +/-.</p> <p>Together with all the rights, title and interests of Sithe Mystic LLC created by that certain, Cross Easement Agreement by and between Sithe Mystic LLC and Sithe Mystic Development LLC recorded February 22, 2001 with Middlesex County Registry of Deeds in Book 32395, Page 429 and filed February 22,2001 with Middlesex County Registry District of the Land Court as Document No. 1163270.</p> <p>Together with all easements and rights appurtenant to the Premises, but subject to all easements, covenants, conditions, reservations, restrictions and other matters, including without limitation all zoning, building and environmental land use laws, ordinances and regulations.</p> <p>Together with Agreement to Establish Easements by and between Boston Gas Company and Sithe Mystic LLC dated January 31,2001 recorded on February 22,2001 with Middlesex County Registry of Deeds in Book 32341, Page 533.</p> <p>Together with Cross Easement Agreement dated May 14, 1998 recorded on May 27, 1998 with Suffolk County Registry of Deeds in Book 22495, Page 12, and filed as Document No. 566883 and recorded with Middlesex County Registry of Deeds on May 27, 1998 in Book 28619, Page 446 and filed with Middlesex County Registry District of the Land Court on May 26, 1996 as Document No. 1066547, as affected by a Partial Release of Easement dated March 23,2000 recorded with Middlesex Registry of Deeds in Book 31476, Page 520.</p> <p>Together with wharfing rights contained in Consent Agreement dated February 9,2001 by and between Hugo Neu Steel Products, Inc.; Proleride Transport Systems, Inc.; Sithe Mystic Development LLC and Sithe Mystic LLC recorded February 22,2001 with Middlesex County in Book 32395, Page 348; as affected by Assignment of Wharfing Rights Agreement by and</p>

Owner	Metes and Bounds Description
	between Sithe Mystic Development LLC and Distrigas of Massachusetts LLC recorded with Middlesex County February 22,2001 in Book 32395, Page 379.
<p>Mystic Development, LLC</p> <p><u>Street Address:</u> 39 Rover Street, Everett, MA 02149</p>	<p>A certain parcel of land situated in the Commonwealth of Massachusetts, County of Middlesex, City of Everett and County of Suffolk, City of Boston, and shown as “MYSTIC STATION REDEVELOPMENT PARCEL” on a plan entitled “Plan of Land, Everett, MA (Middlesex County) and Boston, MA (Suffolk County)...”, dated December 8, 1999, and last revised December 18, 2000 and prepared by Beals and Thomas, Inc. More particularly bounded and described as follows:</p> <p>Beginning at the most northwesterly corner of the premises and at the southerly sideline of Dexter Street and the most northeasterly corner of the Existing Mystic Station Parcel, thence running:</p> <p>S 53 19 57 E 120.60 feet to a point, said last course being bounded by the southerly sideline of Dexter Street, thence turning and running;</p> <p>N 3 6 3 4 4 0 E 49.33 feet to a point of curvature, thence running;</p> <p>Northeasterly by a curve to the right having a radius of 180.00 feet and a length of 47.85 feet to a point of compound curvature, said last two courses being bounded by the easterly sideline of Robin Street, thence running;</p> <p>Southeasterly by a curve to the right having a radius of 38.00 feet and a length of 38.58 feet to a point of compound curvature, thence running;</p> <p>Southeasterly by a curve to the right having a radius of 180.00 feet and a length of 52.27 feet to a point of tangency, thence running;</p> <p>S 53 22 35 E 466.62 feet to a point, said last three courses being bounded by the southerly sideline of Rover Street, thence running;</p> <p>S34 1208W 19.67 feet to a point, thence turning and running;</p> <p>S 08 26 38 W 428.50 feet to a point, thence turning and running;</p> <p>N8 12711 W 82.96 feet to a point, thence turning and running;</p> <p>S 28 37 34 W 82.25 feet to a point, thence turning and running;</p> <p>S 08 32 49 W 1,430 feet more or less, to the extreme low water line, said last five courses being bounded by land now or formerly of Hugo Neu Steel Products, Inc. and Proleride Transport Systems, Inc., thence running;</p> <p>Westerly by the extreme low water line as shown on Land Court Plan #2455-D, 434 feet more or less to a point, thence running;</p> <p>N 08 32 49 E 1029 feet more or less to a point, thence turning and running;</p>

Owner	Metes and Bounds Description
	<p>N 5 0 0 2 2 9 W 106.53 feet to a point, thence turning and running;</p> <p>N 04 04 52 E 240.40 feet to a point, thence turning and running;</p> <p>N31 2501 W 71.64 feet to a point, thence turning and running;</p> <p>N 66 20 46 W 80.01 feet to a point, thence turning and running;</p> <p>N 23 53 39 E 126.37 feet to a point, thence turning and running;</p> <p>N 03 52 18 E 57.27 feet to a point, thence turning and running;</p> <p>N 24 05 48 W 137.58 feet to a point, thence turning and running;</p> <p>N 31 33 15 E 447.70 feet to the point of beginning, said last nine courses being bounded by the Existing Mystic Station Parcel as shown on said plan.</p> <p>Said Parcel includes the following parcel of Registered Land:</p> <p>- Middlesex - Lot 10, L.C.C. 2455 D</p> <p>Together with terms and provisions of easements contained in Cross Easement Agreement by and between Sithe Mystic LLC and Sithe Mystic Development LLC dated January 31,2001 recorded on February 22,2001 in Book 32395, Page 429 and filed February 22,2001 as Document No. 1163270</p> <p>Together with terms and provisions of and easements contained in Cross Easement Agreement dated May 14, 1998 recorded on May 27, 1998 with Suffolk County Registry of Deeds in Book 22495, Page 12, and filed with Suffolk County as Document No. 566883 and recorded with Middlesex County Registry of Deeds on May 27, 1998 in Book 28619, Page 445 and filed with Middlesex County Registry District of the Land Court on May 26, 1996 as Document No. 1066547; as affected by a Partial Release of Easement dated March 23,2000 and recorded with the Middlesex County Registry of Deeds in Book 31476, Page 520.</p> <p>Together with wharfing rights contained in Consent Agreement dated February 9, 2001 by and between Hugo Neu Steel Products, Inc.; Proleride Transport Systems, Inc.; Sithe Mystic Development LLC and Sithe Mystic LLC recorded February 22,2001 with Middlesex County in Book 32395, Page 348; as affected by Assignment of Wharfing Rights Agreement by and between Sithe Mystic Development LLC and Distrigas of Massachusetts LLC recorded with Middlesex County February 22,2001 in Book 32395, Page 379.</p>
<p>Fore River Development, LLC</p> <p><u>Street Address:</u> 9 Bridge Street,</p>	<p>The property consisting of Lot C which is 2,525,500 sq. ft. or 58.0 acres and Parcel B which is 823,400 sq. ft. or 18.9 acres, some of which property is registered (described below) and those areas between the extreme low Water mark as shown in Land Court Plan 7785C and the Bulkhead Line and labeled "Limit of Work Authorized by License No. 931, (Deed Book 1811, Page 39), License No. 276 and License No. 177", as shown on that certain plan consisting of four sheets and entitled "Conveyancing Plan of Land, Bridge Street, Weymouth, MA (Norfolk County)" prepared by Beals and Thomas, Inc., dated May 11, 1998 recorded as Plan No. 335 of 1998 in Plan Book</p>

Owner	Metes and Bounds Description
Weymouth, MA 02191	<p>456.</p> <p>The registered land within the Granted Premises consists of Lot C and Lot B as shown on Land Court Plan #7785C and as filed with the Norfolk Registry District of the Land Court.</p> <p>There is excluded from Parcel B so much of the land as was included in the following:</p> <ul style="list-style-type: none"> • Taking by Massachusetts Water Resources Authority of rights and easements for sewer purposes dated August 11, 1999 recorded in Book 13666, Page 74 and filed as Document No. 836975. <p>There is excluded from Lot C so much of the land as was included in the following:</p> <ul style="list-style-type: none"> • So much of the insured premises as is included within the limits of Monatiquot Street as lies opposite Lot A shown on Land Court Plan #7785C, referenced in Land Court Certificate No. 152021. <p>The Reserved Easement Area is that property identified on the Conveyancing Plan of Land as Easement F, subsequently revised by Land Court Document No. 868852 identified as Easement F-1.</p> <p>Together with all the rights, title and interests of Fore River Development LLC created by the following document(s):</p> <p>Cross Easement Agreement dated May 14,1998 recorded in Book 12521, Page 165 and filed as Document No. 793427; as affected by Partial Release of Easement and Amendment to Cross Easement Agreement filed as Document No. 868852 and recorded in Book 14511, Page 56; as further affected by Second Amendment of Cross-Easement Agreement recorded on February 20,2001 in Book 14744, Page 434 and filed February 20,2001 as Document No. 877120.</p>

Schedule 2.1(a)-2

Leased Real Property

<u>Street Address of Leased Real Property</u>	<u>Lessor</u>	<u>Lessee</u>
The Schrafft Center 529 Main Street, Suite 605, Charlestown, Massachusetts 02129	John J. Flatley and Gregory D. Stoye, Trustees of The Schrafft's Nominee Trust	Boston Generating LLC

Schedule 2.1(a)-3

Entitled Real Property

MYSTIC STATION PARCEL, MYSTIC DEVELOPMENT PARCEL & MYSTIC STATION REDEVELOPMENT PARCEL					
	<u>Title/Subject /Number</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Term / Expiration Date</u>	<u>Comments and Notes</u>
1	Land Use Agreement	Boston Edison Company, Sithe Mystic LLC, Sithe Edgar LLC, Sithe Framingham LLC, Sithe New Boston LLC and Sithe West Medway LLC	5/14/1998		
2	Cross Easement Agreement, as amended	Boston Edison Company and Sithe Mystic LLC	5/14/1998	Perpetual ¹	Amendment to Cross Easement, dated 1/31/01 alters the easement rights over Easements H, G, and F
3	Cross Easement Agreement	Sithe Mystic, LLC and Sithe Mystic Development LLC	1/31/2001	Perpetual ²	
4	ALTA/ACS M LAND TITLE SURVEY	Prepared by Beals and Thomas, Inc.	5/11/98, updated as of 11/22/04 and 12/15/06		The Survey lists approximately twelve (12) encroachments, which are affirmatively insured pursuant to the Loan Policies of Title Insurance.
5	Gas Facilities Easement	Mystic Development LLC and Distrigas of Massachusetts LLC	7/1/2001	Indefinite, may be terminated by either party upon recording of a termination notice with the Middlesex South Registry of Deeds	Easement was recorded in 2008.

¹ Unless the facility with respect to which the easement is established is totally removed, destroyed or demolished, unless such facility is restored with notice and the parties execute a continuance or extension of the Easement. If the facility is removed, destroyed or demolished and not restored, the Easement terminates thirty (30) days thereafter.

² Unless the facility with respect to which the easement is established is totally removed, destroyed or demolished, unless such facility is restored with notice and the parties execute a continuance or extension of the Easement. If the facility is removed, destroyed or demolished and not restored, the Easement terminates thirty (30) days thereafter.

FORE RIVER PARCELS					
	<u>Title/Subject /Number</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Term / Expiration Date</u>	<u>Comments and Notes</u>
1	Easement Agreement	Fore River Development, LLC and Boston Gas Company d/b/a KeySpan Energy Delivery New England	8/16/2005	Permanent and perpetual	Easement-in-gross allows installation of underground gas mains and access to same. Easement runs with the land and is binding on the parties' successors and assigns.
2	Easement reserved in deed, as further described in Cross Easement Agreement, as amended	Boston Edison Company and Sithe Edgar LLC	5/14/1998	Perpetual ³ but easement may be release by written instrument	Easement-in-gross allows BECo to maintain transmission and distribution facilities in easement area, along with access to same, as if BECo owned the easement area land in fee simple. Partial Release and Amendment, dated 5/11/00, alters the areas subject to the easements. Second Amendment, dated 1/29/01, grants additional easements to Sithe Edgar for interconnection, drainage, and access.
3	Related Facilities Agreement	New England Power Company and Sithe Fore River Development LLC	5/25/2001	Indefinite, may be terminated by either party upon completion of work	Agreement details NEP's obligation to replace or relocate interconnection facilities and Sithe's obligations to pay for same.
4	Irrevocable License Agreement	Boston Edison Company and Sithe Edgar, LLC	5/11/2000	Perpetual and irrevocable by BECo, may be unilaterally terminated by Sithe	Agreement grants Sithe a license to construct and maintain a utility conduit inside a tunnel owned by BECo. This license does not constitute an interest in real estate. Agreement includes a right of first refusal for Sithe to purchase the tunnel, if BECo receives some other offer to purchase it.
5	License Agreement,	MWRA and Sithe Edgar, LLC	11/24/1999	Was to expire 6/30/03,	Agreement grants MWRA a license to enter certain Sithe land for

³ Unless the facility with respect to which the easement is established is totally removed, destroyed or demolished, unless such facility is restored with notice and the parties execute a continuance or extension of the Easement. If the facility is removed, destroyed or demolished and not restored, the Easement terminates thirty (30) days thereafter.

	as amended			extended through 3/24/04	construction storage and access purposes, and for Sithe to enter certain MWRA land for any purpose.
6	Land Use Agreement	Boston Edison Company, Sithe Mystic LLC, Sithe Edgar LLC, Sithe Framingham LLC, Sithe New Boston LLC, and Sithe West Medway LLC	5/14/1998	None specified	Sithe agrees to grant BECo an easement for nominal consideration over Sithe's land to reach BECo's easement area, if Sithe determines such an easement is desirable. BECo shall allow Sithe to run a pipe through BECo's Fore River Tunnel, which rights shall be formalized in a separate license agreement. Other provisions do not affect locus property.
8	Closing Agreement, as amended	Boston Edison Company, Sithe Energies, Inc., Sithe New England Holdings LLC, and Sithe Edgar LLC	5/15/1998	None specified	Agreement describes adjustments to be made to purchase price and property to be conveyed in case MWRA acts upon proposal to take land within locus under eminent domain, along with BECo's obligation to remove certain facilities and conduct a Phase II environmental study. Supplement dated 10/29/99 refines the party's obligations to complete the outstanding work. Second Supplement dated 4/14/06 describes allocation of and ongoing rights to contest MWRA eminent domain award.
9	ALTA/ACS M LAND TITLE SURVEY	Prepared by Beals and Thomas, Inc.	7/21/1998, most recently updated 12/15/2006		The Survey lists approximately twenty-one (21) encroachments, which shall be affirmatively insured pursuant to the Commitment for Title Insurance described below.
10	Conservation Restriction	Fore River Development, LLC and Town of Weymouth	8/13/2007	Perpetual	Conservation Restriction was recorded in 2009.

Schedule 2.1(c)

Assumed Contracts⁴

[Provided under separate cover]

⁴ The inclusion of a contract, lease or other agreement on this Schedule does not constitute an admission that such contract, lease or other agreement is an executory contract or unexpired lease or that such contract or lease will be assumed by the Sellers and assigned to the Buyer pursuant to Section 365 of the Bankruptcy Code. The Sellers reserve all of its rights, claims and causes of action with respect to the contracts, leases and other agreements listed herein.

Schedule 2.1(c)¹

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
1.	Boston Edison Company Sithe Energies, Inc.	Interconnection and Operation Agreement between Boston Edison Company and Sithe Energies, Inc.	December 10, 1997	Boston Edison Company, 800 Boylston Street Boston, MA 02199 Sithe Energies, Inc., 450 Lexington Avenue New York, NY 10017		Interconnection and Operation Agreement- 1.5.1.13	
2.	Boston Edison Company Sithe Energies, Inc. Sithe Mystic, LLC Sithe New Boston, LLC Sithe Edgar, LLC Sithe West Medway, LLC Sithe Framington, LLC Sithe Wyman, LLC	Agreement Regarding Obligations under Interconnection and Operation Agreement	May 15, 1998				
3.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation	December 20, 2006	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010		Confirmation Letter Agreement (Financial Swap- Cash Settled- NEMA Hedge A	

¹ The inclusion of a contract, lease or other agreement on this Schedule does not constitute an admission that such contract, lease or other agreement is an executory contract or unexpired lease or that such contract or lease will be assumed by the Seller and assigned to the Buyer pursuant to Section 365 of the Bankruptcy Code. The Seller reserves all of its rights, claims and causes of action with respect to the contracts, leases and other agreements listed herein.

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
						Swap) -2.6.2.1 (see also 2.6.2.8)	
4.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation	January 29, 2007	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010		Confirmation Letter Agreement (Financial Put Swaption- Cash Settled- NEMA A Put Swaption)-2.6.2.2 (see also 2.6.2.9 and 2.6.4.46)	
5.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation	December 20, 2006	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010		Confirmation Letter Agreement (Financial Swap- Cash Settled- NEMA Hedge B Swap) -2.6.2.3	
6.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation	January 29, 2007	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010		Confirmation Letter Agreement (Financial Put Swaption- Cash Settled- NEMA B Put)-2.6.2.4	
7.	Credit Suisse Energy LLC Boston Generating, LLC	ISDA Master Agreement	December 20, 2006	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010, Attn: Head of Credit Risk Management; Head of OTC Operations- Operations Department; Head of Documentation Group- Securities Division; Legal and		ISDA Master Agreement attaching the Schedule to the 1992 ISDA Master Agreement-2.6.2.5	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
				Compliance Department			
8.	Credit Suisse Energy LLC Boston Generating, LLC	Schedule to the 1992 ISDA Master Agreement dated as of November 20, 2006	November 20, 2006	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010, Attn: Head of Credit Risk Management; Head of OTC Operations- Operations Department; Head of Documentation Group- Securities Division; Legal and Compliance Department		Schedule to the 1992 ISDA Master Agreement-2.6.2.6	
9.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation Amendment	November 14, 2008			Confirmation Amendment attaching Confirmations-2.6.2.11	
10.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation Amendment	November 19, 2008			Confirmation Amendment attaching confirmations-2.6.2.12	
11.	Sempra Energy Trading LLC Boston Generating, LLC	ISDA Master Agreement dated as of December 11, 2007	December 11, 2007	Sempra Energy Trading LLC, 58 Commerce Road, Stamford, CT 06902		ISDA Master Agreement- ClientNet subfolder 7/6 (removed from the datasite per the 2007 ISDA Master Agreement Schedule confidentiality provision)	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
12.	[Guarantee from Credit Suisse USA]		April 4, 2005				
13.	City of Everett Sithe Mystic LLC	Tax Increment Financing Agreement by and between City of Everett and Sithe Mystic LLC	December 10, 1999	City of Everett, City Hall, 484 Broadway, Everett, MA 02149, Attn: Assessor		Tax Increment Financing Agreement- 3.3.1 (see also 4.3.2) -Site Amendment- 3.3.2 -Tax Increment Financing Plan- 3.3.3	
14.	City of Everett Sithe Mystic LLC	Agreement for Payment in Lieu of Taxes	December 10, 1999			Sets forth annual payments to be made to the city-3.3.4 (see also 4.3.1) -Letter confirming agreement (3.3.5) -Tax Agreement Memo (3.3.7)	
15.	Boston Gas Company Mystic I, LLC	KeySpan 365 Day Firm Transportation Service Agreement	November 30, 2007	KeySpan Energy Delivery New England, 52 Second Avenue, Waltham, MA 02451, Manager- Key Accounts		Firm Transportation Services Agreement Extension-3.6.1.3 -Letter Extending Agreement through 2010- 3.6.1.4	
16.	Distrigas of Massachusetts	Amended and Restated Firm Gas Sales and Purchase	December 3,	Distrigas of Massachusetts LLC, One Liberty Square,	Distrigas of Massachusetts	Governs the purchase and sale of gas-	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
	LLC Mystic Development, LLC	Agreement between Distrigas of Massachusetts LLC and Mystic Development, LLC dated as of December 3, 2007	2007	10 th Floor, Boston, MA 02109, Attn: VP Sales & Transportation	LLC, One Liberty Square, 10 th Floor, Boston, MA 02109, Attn: Contract Administrator (Invoices)	4.6.1.1.1 and 4.6.1.1.2	
17.	Distrigas of Massachusetts LLC Mystic Development, LLC	Gas Facilities Easement Agreement	July 1, 2001			Grant of easements to facilitate the transfer of gas- 4.6.1.1.6	
18.	Distrigas of Massachusetts LLC Mystic I, LLC	Non-Firm Gas Sales and Purchase Agreement between Distrigas of Massachusetts LLC and Mystic I, LLC	April 11, 2008	Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA 02109, Attn: VP Sales and Transportation	For Invoices: Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA 02109, Attn: Contract Administrator	Governs the purchase and sale of gas- 4.6.1.1.8	
19.	SUEZ Energy North America Mystic Development, LLC	Guaranty by SUEZ Energy North America in favor of Mystic Development, LLC	April 23, 2008	Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA 02109, Attn: VP Sales and Transportation		Parent Guaranty of obligations of Distrigas under the Firm Gas Sales and Purchase agreement between Distrigas and Mystic Development, LLC 4.6.1.1.9	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
20.	Hugo Neu Steel Products, Inc., Proleride Transport Systems, Inc. Distrigas of Massachusetts LLC Sithe Mystic LLC Sithe Mystic Development	Letter Agreement	February 9, 2001			Agreement clarifying certain payment provisions- 4.6.1.2; 1.5.2.36	
21.	Hugo Neu Steel Products, Inc., Proleride Transport Systems, Inc. Boston Edison Company	Agreement	June 30, 1983			Agreement regarding use of Wharf (not provided in data room)	
22.	Hugo Neu Steel Products, Inc. Proleride Transport Systems, Inc. Distrigas of Massachusetts LLC	Easement Agreement	February 9, 2001	For Hugo Neu Steel Products, Inc. and Proleride Transport Systems, Inc.: Rover Street, P.O. Box 0048, Everett, Massachusetts 02149, Attn: General Manger Distrigas of Massachusetts LLC: 18 Rover Street, Everett, Massachusetts 02149, Attn: Terminal Manager		4.6.1.3; 1.5.2.39	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
23.	Hugo Neu Steel Products, Inc. Proleride Transport Systems, Inc. Distrigas of Massachusetts LLC Sithe Mystic LLC Sithe Mystic Development LLC	Consent Agreement	February 9, 2001	For Hugo Neu Steel Products, Inc. and Proleride Transport Systems, Inc.: Rover Street, P.O. Box 0048, Everett, MA 02149, Attn: General Manger And Hugo Neu Corporation, 79 Fifth Avenue, NY, NY 10003, Attn: Donald W. Harnaker, President Distrigas of Massachusetts LLC: One Liberty Square, Boston, MA 02109, Attn: President And Distrigas of Massachusetts LLC: 18 Rover Street, Everett, MA 02149		Consent to the assignment by Sithe Mystic LLC to Sithe Mystic Development LLC and clarifying certain rights and payments to be made-4.6.1.4	
24.	Distrigas of Massachusetts LLC (the successor by conversion of Distrigas of Massachusetts Corporation) Sithe Mystic Development	Agreement	September 18, 2000	Distrigas of Massachusetts LLC, One Liberty Square, 10th Floor, Boston, MA 02109, Attn: VP Sales & Transportation		Partial waiver of gas supply contract condition.–1.5.2.38	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
	LLC						
25.	Prolerized New England Distrigas of Massachusetts LLC (the continuation of Distrigas of Massachusetts Corporation under Section 266 of the Delaware Corporation Law)	Terms of Agreement (summary)	September 12, 2000	Prolerized New England, Rover Street, P.O. Box 0048, Everett, MA 02149 (PNE is referenced as an affiliate of Hugo Neu- see 1.5.2.36) Distrigas of Massachusetts LLC, One Liberty Square, 10th Floor, Boston, MA 02109, Attn: VP Sales & Transportation		Summary of agreement terms with respect to use of shared wharf facility– 1.5.2.37	
26.	Distrigas of Massachusetts LLC Sithe Mystic Development LLC	Assignment of Wharfing Rights Agreement	February 9, 2001	For Hugo Neu Steel Products, Inc. and Proleride Transport Systems, Inc.: Rover Street, P.O. Box 0048, Everett, MA 02149, Attn: General Manger And Hugo Neu Corporation, 79 Fifth Avenue, New York, NY 10003, Attn: Donald W. Harnaker, President Distrigas of Massachusetts LLC: One Liberty Square, Boston, MA 02109, Attn:		Sithe Mystic Development LLC fulfilling its obligations under a certain gas contract by assign certain parcel to Distrigas of Massachusetts LLC - 4.6.1.5	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
				President And Distrigas of Massachusetts LLC: 18 Rover Street, Everett, MA 02149			
27.	Boston Edison Company Mystic Development LLC	Interconnection Agreement between Mystic Development LLC and Boston Edison Company	Effective March 6, 2001	NSTAR Electric & Gas Company, One NSTAR Way, NE240, Westwood, MA 02090-9003, Attn: Lead Transmission Asset Management Liaison		Letter attaching non- executed Interconnection Agreement-4.6.2.1; 1.5.2.85	
28.	Mitsubishi Heavy Industries America, Inc. Sithe Mystic Development LLC	Long term service agreement dated as of November 6, 2000 between Sithe Mystic Development LLC and Mitsubishi Heavy Industries America, Inc.	November 6, 2000	Mitsubishi Heavy Industries America, Inc., 610 Crescent Executive Court, Suite 220, Lake Mary, FL 32746, Attn: Yoshihiro Shiraiwa		Long Term Service Agreement -4.6.3.1 (same document filed under 1.5.2.45, 1.5.2.44, 4.10.1.10 and 4.10.1.25)	
29.	Mitsubishi Heavy Industries America, Inc. Sithe Mystic Development LLC	Amendment Agreement	January 31, 2001	Mitsubishi Heavy Industries America, Inc., 610 Crescent Executive Court, Suite 220, Lake Mary, FL 32746, Attn: Yoshihiro Shiraiwa		Amendment to Long Term Service Agreement-4.6.3.2	
30.	Mitsubishi Power Systems Americas, Inc. Mitsubishi Heavy Industries America, Inc.	Second Amendment Agreement	May 27, 2009			Second Amendment to Long Term Service Agreement-4.6.3.3	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
	Sithe Mystic Development LLC						
31.	Mitsubishi Heavy Industries, Ltd. Sithe Mystic Development LLC	Guarantee Agreement between Sithe Mystic Development LLC, as Buyer and Mitsubishi Heavy Industries, Ltd. as Guarantor	November 6, 2000	Mitsubishi Heavy Industries, Ltd., 3-1, Minatomirai 3-Chome, Nishi-Ku, Yokohama 220-8401 Japan, Attn: General Counsel		Guarantor guarantees to Buyer the punctual and full performance and payment of each and every obligation of Mitsubishi Heavy Industries, Inc.-4.6.3.4, 1.5.2.45; 1.5.2.44	
32.	Mystic Development, LLC and Mitsubishi Power Systems, Inc.	Not provided	June 8, 2010 [Issue Date]	Mitsubishi Power Systems, Inc., 2287 Premier Row, Orlando, FL 32809, Attn: Jeff Phelan [this is the address that is provided on the form, but it is not listed as “notice” address]		Purchase Order MYN-2010-00553 (this document is part of the LTSA- effective November 28, 2009)	
33.	Mystic Development, LLC and Mitsubishi Power Systems, Inc.	None	June 8, 2010 [Issue Date]	Mitsubishi Power Systems, Inc., 2287 Premier Row, Orlando, FL 32809, Attn: Jeff Phelan [this is the address that is provided on the form, but it is not listed as “notice” address]		Purchase Order MYN-2010-00554 (issued in accordance with the Long Term Service Agreement dated May 25, 2010 between Mystic Development, LLC and Mitsubishi Power Systems, Inc.)	
34.	Mystic Development, LLC and Mitsubishi Power	Long Term Service Agreement dated May 25,	May 25, 2010	Mitsubishi Power Systems Americas, Inc., 2287		Long Term Service	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
	Systems Americas, Inc.	2010 between Mystic Development, LLC and Mitsubishi Power Systems Americas, Inc.		Premier Row, Orlando, FL 32809, Attn: Mystic LTSA Program Manager, w/ a copy to General Counsel.		Agreement	
35.	Distrigas of Massachusetts LLC Suez LNG NA LLC Mystic I, LLC Mystic Development, LLC Exelon New England Holdings, LLC	Settlement Agreement and General Release	2008			Settlement Agreement relating to the Firm Gas Sales Purchase Agreement (fully executed- all parties signed and dated April 18, 2008)-4.7.1	
36.	Town of Weymouth Sithe Edgar, LLC (assigned to Sithe Fore River Development, LLC in January 2001)	Tax Increment Financing Agreement by and between Town of Weymouth and Sithe Edgar, LLC	November 22, 1999	Town of Weymouth, 75 Middle Street, Weymouth, MA 02189, Attn: James F. Clarke, Director of Planning and Community Development		Tax Increment Financing Agreement - 5.3.1 (assignment to Sithe Fore River Development – 1.5.2.89)	
37.	Sequent Energy Management, L.P. Boston Generating, LLC	Fuel Management Agreement dated as of April 1, 2008 by and between Boston Generating, LLC as Owner, and Sequent Energy Management, L.P. as Fuel Manager	April 1, 2008	Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Contract Administrator	Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Contract Administrator	Fuel Management Agreement-5.6.1.6.1	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
38.	Sequent Energy Management, L.P. Boston Generating, LLC	Base Contract for Sale and Purchase of Natural Gas	March 1, 2008	Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Contract Administrator	Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Gas Accounting	Contract for the sale and purchase of gas - 5.6.1.6.4	
39.	Sequent Energy Management, L.P. Boston Generating, LLC	Transaction Confirmation for Natural Gas (Mystic 7)	April 1, 2008	Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Contract Administrator	Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Gas Accounting	Transaction confirmation for natural gas 5.6.1.6.2	
40.	Sequent Energy Management, L.P. Boston Generating, LLC	Transaction Confirmation for Natural Gas (Fore River)	April 1, 2008	Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Contract Administrator	Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Gas Accounting	Transaction confirmation for natural gas 5.6.1.6.3	
41.	AGL Resources Inc. Boston Generating, LLC	Guaranty Agreement	March 28, 2008	AGL Resources Inc., Ten Peachtree Place, Atlanta, GA 30309, Attn: Chief Financial Officer, send copy to same address, but Attn: VP and Treasurer		Guaranty	
42.	Boston Edison Company Sithe Fore River Development LLC	Interconnection Agreement between Sithe Fore River Development LLC and Boston Edison Company	October 23, 2000	NSTAR Services Company, 800 Boylston Street, P-1603, Boston, MA 02199, Attn: Lead		Interconnection Agreement-5.6.2.1; 1.5.2.48	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
				Transmission Asset Management Liaison			
43.	Mitsubishi Heavy Industries America, Inc. Sithe Fore River Development LLC	Long Term Service Agreement dated as of December 8, 2000 between Sithe Fore River Development LLC and Mitsubishi Heavy Industries America, Inc.	December 8, 2000	Mitsubishi Heavy Industries America, Inc., 610 Crescent Executive Court, Suite 220, Lake Mary, FL 32756, Attn: Yoshihiro Shiraiwa		Long Term Service Agreement-5.6.3.4; 1.5.2.67	
44.	Mitsubishi Heavy Industries America, Inc. Sithe Fore River Development LLC	Guarantee Agreement between Sithe Fore River Development LLC, as Buyer and Mitsubishi Heavy Industries Ltd., as Guarantor dated as of December 8, 2000	December 8, 2000	Mitsubishi Heavy Industries, Ltd., 31, Minatomirai 3 Chome, Nishu Ku, Yokohama, 220 8401 Japan, Attn: General Counsel		Relating to the supply of parts and services - 5.6.3.5; 1.5.2.68	
45.	Alonquin Gas Transmission, LLC Fore River Development, LLC	Operational Balancing Agreement	September 1, 2004	Alonquin Gas Transmission, LLC P.O. Box 1642 Houston, TX 77251-1642 Attn: Capacity Scheduling		Balancing Agreement (5.6.1.7)	
46.	Integrated IT Solutions, Inc.	Service Provider Agreement	January 1, 2010 through December 31, 2010	159 Overland Road, 3 rd Floor, Waltham, MA 02451		IT service agreement-7.4.4.9	
47.	Boston Generating LLC and Clean Harbors Environmental Services	Master Service Agreement No. 2009-MSA-0002 by and between Boston	August 25, 2009	Clean Harbors Environmental Services, Inc., 609 Pleasant Street,		Master Service Agreement -2.6.4.11	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
	Inc.	Generating LLC and Clean Harbors Environmental Services Inc. as Contractor dated as of August 25, 2009		Weymouth, MA 02189			
48.	O' Connor Corporation and Boston Generating, LLC	Master Services Agreement No.2010-MSA-0005 by and among Boston Generating, LLC and O' Connor Corporation as Contractor dated as of February 12, 2010	February 12, 2010	O' Connor Corporation, 45 Industrial Drive, Canton, MA 02021		Letter attaching the Master Service Agreement – 2.6.4.13	
49.	Fore River Development, LLC and Dekomte, LLC	Master Services Agreement No. 2009-FR-LTSA-0001 by and between Fore River Development, LLC and Dekomte de Temple, LLC as Contractor dated as of July 1, 2009	July 1, 2009	Dekomte, LLC, 1556 Golf Course Road, Newport, TN 37821		Master Services Agreement – 2.6.4.7	
50.	Boston Generating, LLC and New England Controls, Inc.	Services Agreement No. 2009-MSA-0004 by and between Boston Generating, LLC and New England Controls, Inc. as Contractor dated as of September 10, 2009	September 10, 2009	New England Controls, Inc., 9 Oxford Road, Mansfield, MA 02048		Services Agreement – 2.6.4.12	
51.	Boston Generating, LLC and American Electrical Testing Co., Inc.	Master Services Agreement No. 2009-MSA-0005 by and between Boston Generating, LLC and	September 21, 2009	American Electrical Testing Co., Inc., 480 Neponset Street, Building 3, P.O. Box 267, Canton,		Master Services Agreement – 2.6.4.2	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
		American Electrical Testing Co., Inc. as Contractor dated as of September 21, 2009		MA 02021			
52.	Boston Generating, LLC and Bearing Distributors, Incorporated (BDI)	Boston Generating, LLC Master Purchase Agreement No. 2009-MSA-0006 Lead Sheet	October 1, 2009	Bearing Distributors, Incorporated (BDI), 8000 Hub Parkway, Cleveland, Ohio 44125		Master Purchase Agreement Lead Sheet attaching Letter re: description of goods and volume and the MPA and Purchase Order terms and conditions – 2.6.4.1	
53.	Siemens Water Technologies Corp. and Fore River Development, LLC	Siemens Mobile Di Service Agreement Proposal No. 291646	March 23, 2010			Mobile Di Service Agreement - 2.6.4.17	
54.	Boston Generating, LLC and Carrier Corporation	Master Services Agreement No. 2010-MSA-0003 by and between Boston Generating, LLC and Carrier Corporation as Contractor dated as of February 10, 2010	February 10, 2010	Carrier Corporation, 780 Dedham Street- Suite 100, Canton, MA 02021		Master Services Agreement – 2.6.4.3	
55.	Boston Generating, LLC and Keystone Construction & Maintenance Services, Inc.			Keystone Construction & Management Services, Inc., 62 Forest Ridge Drive, Rowley, MA 01969		Signature page to Agreement No. 2010-MSA-0006 – 2.6.4.10	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
56.	Fore River Development, LLC and Rockwell Automation, Inc.	Fore River Development, LLC Master Purchase Agreement, No. 2010-0001-GC Lead Sheet	January 1, 2010	Rockwell Automation, Inc., 100 Nickerson Road, Marlborough, MA 01752		Master Purchase Agreement - 2.6.4.8	
57.	Boston Generating, LLC and Sempra Energy Trading LLC	Confirmation	December 11, 2007			Confirmation re: Financially-Settled Heat Rate Option -- 2.6.4.80	
58.	Boston Generating, LLC and Sempra Energy Trading LLC	ISDA Master Agreement	December 11, 2007			ISDA Master Agreement -- 2.6.4.83	
59.	Boston Generating, LLC and Sempra Energy Trading LLC	Schedule to ISDA Master Agreement dated as of December 11, 2007 between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007	Sempra Energy Trading LLC 58 Commerce Road, Stamford, CT 06902 Attn: Jean –Paul St. Germain		Schedule to ISDA Master Agreement	
60.	Boston Generating, LLC and Sempra Energy Trading LLC	ISDA Credit Support Annex to the Schedule to the ISDA Master Agreement dated as of December 11, 2007 between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007			2.6.4.82	
61.	Boston Generating, LLC and Sempra Energy				Address for transfers:	Credit Support Annex (paragraph 13-	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
	Trading LLC				Sempra Energy Trading LLC 58 Commerce Road, Stamford, CT 06902	Elections and Variables) - - 2.6.4.82	
62.	Boston Generating, LLC, Sempra Energy Trading LLC, and The Royal Bank of Scotland	Novation Agreement	December 11, 2007	The Royal Bank of Scotland plc, c/o RBS Global Banking & Markets, 135 Bishopsgate, London EC2M 3UR Attn: Head of Group Legal, Global Banking & Markets		Novation Agreement-transfer by novation from Sempra Energy Trading LLC to The Royal Bank of Scotland	
63.	Boston Generating, LLC and Sempra Energy Trading LLC	Guaranty	November 27, 2007	Sempra Energy, 101 Ash Street, San Diego, CA 92101, Attn: Chief Financial Officer		Guaranty- to induce Boston Generating LLC to enter into ISDA Master Agreement dated December 11, 2007 – 2.6.4.86	
64.	Sempra Energy Trading LLC Boston Generating, LLC	Guarantee Amendment	December 18, 2008	Not provided		Guarantee Amendment (removed from the datasite per the 2008 ISDA Master Agreement Schedule confidentiality provision)	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
65.	Sempra Energy Trading LLC Boston Generating, LLC	Guarantee Amendment	January 2, 2009	Not provided		Guarantee Amendment (removed from the datasite per the 2008 ISDA Master Agreement Schedule confidentiality provision)	
66.	Boston Generating, LLC and Arrow Syndicate 1910	Arrow Syndicate 1910 Outage Insurance Policy	January 1, 2009 (Policy A) January 2, 2010 (Policy B)	Southwest Business Corporation, c/o Jim Hickman, 7300 College Blvd, Suite 300, Overland Park, KS 66210 [former address] Southwest Business Corporation, 13420 Briar Street, Suite C, Leawood, KS 66209 Attn: Kurt Ness, Vice President- Origination [new address] [neither address is listed as a "notice" address]		Arrow Syndicate 1910 Insurance Policy -- 2.6.4.48	
67.	Boston Generating, LLC and Credit Suisse Energy LLC	Confirmation Amendment	August 19, 2007	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010 [does not indicate whether this is a "notice" address]		Confirmation Amendment- Amendment to Transactions Executed on December 20, 2006 and January 29, 2007	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
						for Reference Hedge: NEMA Hedge A - 2.6.2.7 & 2.6.4.50	
68.	Credit Suisse Energy LLC Boston Generating, LLC	Letter Agreement Consenting to Reduction of Party B LC Amount and Amending ISDA Master Agreement	March 27, 2008	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010		Letter Agreement- 2.6.4.47	
69.	Credit Suisse Energy LLC Boston Generating, LLC	Amended and Restated Schedule to the 1992 ISDA Master Agreement dated as of December 20, 2006 between Credit Suisse Energy LLC and Boston Generating, LLC	December 20, 2006	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010		Amended and Restated Schedule to the 1992 ISDA Master Agreement- 2.6.4.44	
70.	Boston Generating, LLC and Credit Suisse Energy LLC	Confirmation Amendment	October 1, 2007	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010 [does not indicate whether this is a “notice” address]		Confirmation Amendment- Amendment to Transactions Executed on December 20, 2006 and January 29, 2007 for Reference Hedge: NEMA Hedge A - -- 2.6.2.10 & 2.6.4.49	
71.	Boston Generating, LLC and ABB Service (also called the ABB Group- this company is headquartered	Assured Performance Agreement	December 28, 2009 (Proposal Date)	ABB Service, North America Customer Service Center, 29801 Euclid Avenue 3L7, Wickliffe, Ohio 44092 (this is the		ABB Assured Performance Agreement – 2.6.4.18	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
	in Switzerland)			address provided, although it is not listed as a “notice” address) Proposal Acceptances are sent to: Ms. Connie Campbell, Business Administrator, ABB Inc. 29801 Euclid Avenue, Wickliffe, OH 44092			
72.	Boston Generating, LLC, Mystic I, LLC and AECOM, Inc.		January 12, 2010 (signed confirmation to enter into agreement)	AECOM, Inc., D/B/A AECOM Environment, 2 Technology Park Dr., Westford, MA 01886		Letter accompanying a purchase order – 2.6.4.22	
73.	Boston Generating, LLC and Boston Line & Service Co., Inc.		January 5, 2010			Purchase Order – 2.6.4.18 - 2.6.4.23	
74.	Boston Generating, LLC, Mystic Development, LLC and Emerson Process Management/ New England Controls Inc.		December 18, 2008	Emerson Process Management/New England Controls, Inc., 9 Oxford Road, P.O. Box 446, Mansfield, MA 02048		Letter Agreement – 2.6.4.24	
75.	Boston Generating, LLC Chalmers and Kubeck North	Master Services Agreement No. 2009-MSA-0007	December 8, 2009	Chalmers & Kubeck North 24-34 Elise Street Westfield, MA 01085		Agreement for valve testing services 2.6.4.4	

	Contract Counterparty	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary	
76.	Boston Generating LLC H.Q. Energy Services (U.S.) Inc.	Letter Agreement	June 9, 2009	Carole Theoret Hydro-Quebec 17 th Floor, 75 Boulevard Rene-Levesque West, Montreal, Quebec H2Z 1A4		Agreement for lead abatement services 2.6.4.21	
77.	Boston Generating, LLC M.L. Ball Company	Master Purchase Agreement	May 21, 2010			Agreement for water treatment services 2.6.4.16	
78.	Boston Generating, LLC Andinite Andrews International	Security Services Proposal	March 1, 2010			Agreement for Security Staff Services	
79.	Mystic I, LLC Andinite Andrews International	Purchase Order	March 23, 2010			Purchase order for Security Staff	
80.	Mystic Development, LLC Innlco Innovation Cleaning Co., LLC	Purchase Order	January 11, 2010			Purchase order for Janitorial Services – 2.6.4.23	
81.	Hugo Neu Steel Products, Inc.	Consent Agreement	February 9, 2001	Hugo Neu Steel Products, Inc./ Proleride Transport		Consent Agreement- 1.5.2.40	

	<p>Proleride Transport Systems, Inc.</p> <p>Distrigas of Massachusetts LLC</p> <p>Sithe Mystic Development LLC</p> <p>Sithe Mystic LLC</p>			<p>Systems, Inc., Rover Street, P.O. Box 0048, Everett, MA 02149</p> <p>Distrigas of Massachusetts LLC, One Liberty Square, 10th Floor, Boston, MA 02109, Attn: VP Sales & Transportation</p>			
82.	Exele	Exele Product SSA (Software Support Agreement) Renewal Policy September 2009	September 2009	[not provided]		Software Support Agreement- 2.13.6.16.2	
83.	MatrikonOPC Boston Generating, LLC	Support Renewal	February 5, 2010	MatrikonOPC/Matrikon Inc., Suite #1800, 10405 Jasper Avenue, Edmonton, Alberta T5J 3N4		Support Renewal- 2.13.6.16.8	
84.	Open Systems International Boston Generating, LLC		July 20, 2009	Open Systems International, 3600 Holly Lane- Suite 40, Minneapolis, MN 55447-1286		Purchase Order Number: BGS-2009-00123- 2.13.6.16.9	
85.	OSISoft, LLC OSISoft, Inc. Boston Generating, LLC	Proposal	November 9, 2009	OSISoft, Inc., 777 Davis Street, San Leandro, CA 94577 USA		Proposal- 2.13.6.16.10	
86.	Symantec Boston Generating, LLC		August 13, 2009	[not provided]		Symantec Agreement- 2.13.6.16.11	

87.	Symantec Boston Generating, LLC	Support	April 9, 2010	[not provided]		Symantec Agreement- 2.13.6.16.12	
88.	Symantec Boston Generating, LLC	Express	February 19, 2010	[not provided]		Symantec Agreement- 2.13.6.16.13	
89.	Utility Workers Union of America, A.F.L.-C.I.O. and Local No. 369, U.W.U.A., A.F.L.-C.I.O.	Agreement between BG Boston Services, LLC and Utility Workers Union of America A.F.L.-C.I.O. and Local No. 369, U.W.U.A., A.F.L.- C.I.O. Mystic Station 8 & 9 and Fore River Station	February 28, 2007	[not provided]		CBA -6.4.2.2	
90.	Utility Workers Union of America, A.F.L.-C.I.O. and Local No. 369, U.W.U.A., A.F.L.-C.I.O. BG New England Power Services, Inc.	Agreement between BG New England Power Services, Inc. and Utility Workers Union of Americas, A.F.L.- C.I.O. and Local No. 369, U.W.U.A., A.F.L.- C.I.O.	September 30, 2005	[not provided]		CBA- 7.4.2.2	
91.	Boston Edison Company Sithe Mystic Development LLC		January 31, 2001	NSTAR Services Company, 800 Boylston Street, P-1603, Boston, MA 02199		Letter Agreement- 4.6.2.2 (relating to Interconnection Agreement- 1.5.2.85)	
92.	AGL Resources Inc. Boston Generating, LLC	Guaranty Agreement	March 28, 2008	AGL Resources Inc., Ten Peachtree Place, Atlanta, GA 30309, Attn: Chief Financial Officer		Guaranty Agreement- 5.6.1.6.5	

93.	Algonquin Gas Transmission, LLC Fore River Development, LLC	Operational Balancing Agreement between Algonquin Gas Transmission, LLC and Fore River Development, LLC	September 1, 2004	AGT, P.O. Box 1642, Houston, Texas 77251-1642, Attn: Capacity Scheduling		Operational Balancing Agreement- 5.6.1.7	
94.	BG New England Power Services, Inc. BG Boston Services, LLC	Certificate of Amendment Amending the BG New England Union Employees Pension Plan- Action by BG New England Power Services, Inc.	November 26, 2008			Pension Plan Amendment -7.4.1.2.1	
95.	Exelon New England Power Services, Inc.	Exelon New England Union Employees Pension Plan	November 1, 2002			Pension Plan- 7.4.1.2.15.4	
96.	Exelon New England Power Services, Inc.	Exelon New England Union Employees Pension Plan	November 1, 2002			Pension Plan- 7.4.1.2.15.5 (continuation of 7.4.1.2.15.4)	
97.	Sithe New England Power Services, Inc.	Sithe New England Power Services, Inc. Union Pension Plan	May 16, 1998			Pension Plan- 7.4.1.2.15.9	
98.	Merrill Communications LLC EBG Holdings LLC	Merrill DataSite- Amendment No. 1 to Services Agreement	August 23, 2008	Merrill Communications LLC, One Merrill Circle, St. Paul, MN 55108, Attn: General Counsel		Service Agreement	

99.	Howard Wolf EBG Holdings LLC		April 1, 2010	Howard Wolf, 600 Congress Avenue, Suite 2400, Austin, Texas 78701		Letter Agreement-Independent Manager of EBG Holdings LLC	
100	Paul Hamilton		November 23, 2008			Severance Letter-7.4.1.5.4.1	
101	Ray Ivers		December 2, 2008			Severance Letter-7.4.1.5.4.2	
102	Donna Maguire		December 2, 2008			Severance Letter-7.4.1.5.4.3	
103	Arthur May		December 2, 2008			Severance Letter-7.4.1.5.4.4	
104	George Wilson		December 2, 2008			Severance Letter-7.4.1.5.4.5	
105	Distrigas of Massachusetts LLC Credit Suisse Boston Generating, LLC	Amendment Irrevocable Standby Letter of Credit No. TS-07004584	September 18, 2008	Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA 02109, Attn: President & Vice President, Sales and Transportation Credit Suisse, One Madison Avenue, 2 nd Floor, New York, NY 10010, Trade Finance Department		Letter of Credit-2.5.1.1.14.3.2	
106	[Distrigas of Massachusetts LLC	Irrevocable Standby Letter of Credit No. TS-07004584	April 17, 2008	Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA		Letter of Credit-2.5.1.1.14.3.4	

	Credit Suisse Boston Generating, LLC]			02109, Attn: President & Vice President, Sales and Transportation Credit Suisse, One Madison Avenue, 2 nd Floor, New York, NY 10010, Trade Finance Department			
107	[Sequent Energy Management, L.P. Credit Suisse Boston Generating, LLC]	Irrevocable Standby Letter of Credit No. TS-07004549		Sequent Energy Management, L.P., 1200 Smith Street, Suite 900, Houston, TX 77002 Credit Suisse, One Madison Avenue, 2 nd Floor, New York, NY 10010, Trade Finance Department		Letter of Credit- 2.5.1.1.14.7.1	
108	Distrigas of Massachusetts LLC Credit Suisse, Cayman Islands Branch Mystic Development, LLC	Acknowledgment and Consent	April 23, 2008	Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA 02109 Credit Suisse, 11 Madison Avenue, New York, NY 10010, Attn: James P. Moran, Managing Director		Acknowledgment and Consent- 4.6.1.1.4	
109	Distrigas of Massachusetts LLC Credit Suisse, Cayman Islands Branch Mystic I, LLC	Acknowledgment and Consent	April 23, 2008	Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA 02109 Credit Suisse, 11 Madison Avenue, New York, NY 10010, Attn: James P.		Acknowledgment and Consent- 4.6.1.1.5	

				Moran, Managing Director			
110	SUEZ Energy North America, Inc. Credit Suisse, Cayman Islands Branch Mystic Development, LLC	Acknowledgment and Consent	April 23, 2008	SUEZ Energy North America, Inc. [address not provided] Credit Suisse, 11 Madison Avenue, New York, NY 10010, Attn: James P. Moran, Managing Director		Acknowledgment and Consent- 4.6.1.1.10	
111	Sequent Energy Management, L.P. Boston Generating, LLC	Transaction Confirmation for Natural Gas (Mystic 7 Facility)	[date not provided- contract expires March 31, 2011]	[not provided]		BG-Sequent Gas Confirm- Mystic 7 (Signed Execution Copy)- 5.6.1.6.2	
112	Sequent Energy Management, L.P. Boston Generating, LLC	Transaction Confirmation for Natural Gas (Fore River Facility)	[date not provided- contract expires March 31, 2011]	[not provided]		BG-Sequent Gas Confirm- Fore River (Signed Execution Copy)- 5.6.1.6.3	
113	Credit Suisse Energy LLC Boston Generating, LLC	Letter Agreement Consenting to Reduction of Party B LC Amount and Amending ISDA Master Agreement	March 27, 2008	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010		Letter Agreement- 2.6.4.47	
114	Credit Suisse Energy LLC Boston Generating, LLC	Amended and Restated Schedule to the 1992 ISDA Master Agreement dated as of December 20, 2006 between Credit Suisse Energy LLC and Boston	December 20, 2006	Credit Suisse Energy LLC, 11 Madison Avenue, New York, NY 10010		Amended and Restated Schedule to the 1992 ISDA Master Agreement- 2.6.4.44	

		Generating, LLC					
115	Boston Generating, LLC	2010 Incentive Program Roll Out	March 31, 2010	[not provided]		2010 Incentive Program Roll Out - 7.4.3.4	
116	SideBand Systems Incorporated Boston Generating LLC	Maintenance and Service Agreement	Not dated (term is 8/1/10-7/31/11)	SideBand Systems Incorporated, 30 Rantoul Street, Beverly, MA 01915 (address provided)		Maintenance and Service Agreement- 2.6.4.69	
117	Feeley &Driscoll, P.C. BG New England Power Services, Inc.		May 19, 2010 (date of letter)	Company address (not listed as a notice address) 200 Portland Street, Boston, MA 02114-1709 and 154 Broad Street, Nashua, NH 03061-3158		Letter attaching an accounting services engagement letter (Employment Medical Savings Account Plan for Union Employees)- 2.6.4.59	
118	Feeley &Driscoll, P.C. BG New England Power Services, Inc.		May 19, 2010 (date of letter)	Company address (not listed as a notice address) 200 Portland Street, Boston, MA 02114-1709 and 154 Broad Street, Nashua, NH 03061-3158		Letter attaching an accounting services engagement letter (Union Employees Pension Plan)- 2.6.4.58	
119	Fidelity Management Trust Company BG New England Power Services, Inc.	Fidelity Investments Retirement Plan Service Agreement	October 28, 2009	[not provided]		Fidelity Investments Retirement Plan Service Agreement (Union Retirement 401(K) Plan) dated October 28, 2009- 2.6.4.60	
120	Fidelity Management Trust	Fidelity Investments Retirement Plan Service	October 26,	[not provided]		Fidelity Investments Retirement Plan	

	Company BG Boston Services, LLC	Agreement	2009			Service Agreement (Union Retirement 401(K) Plan) dated October 26, 2009- 2.6.4.61	
121	Mott MacDonald, LLC Mystic Development, LLC		May 13, 2010	Mott MacDonald, LLC, 400 Blue Hill Drive- Suite 190, Westwood, MA 02090, Attn: Val Madden		Purchase Order Agreement (Ventilation Upgrade Engineering for Mystic 8&9)- 2.6.4.67	
122	Schindler Elevator Company Fore River Development, LLC	Purchase Order	May 5, 2010	Schindler Elevator Company, P.O. Box 93050, Chicago, IL 60673 Schindler Elevator Corporation, 23 Walpole Park South Drive, Walpole, MA 02081-2531		Purchase Order Agreement- 2.6.4.68	
123	Atlantic Elevator Service Fore River Development, LLC	Purchase Order	March 10, 2010	Atlantic Elevator Service, Avon Industrial Park, 180 Bodwell Street, Avon, MA 02322		Purchase Order Agreement (maintenance agreements)- 2.6.4.57	
124	J.F. White Contracting Company Fore River Development, LLC	Services Agreement	August 4, 2009	J.F. White Contracting Company, 10 Burr Street, Framingham, MA 01701- 9020		Services Agreement- 2.6.4.62	
125	J.F. White Contracting Company	Contract Amendment- Amendment No.1	November 3, 2009	J.F. White Contracting Company, 10 Burr Street, Framingham, MA 01701-		Services Agreement Amendment- 2.6.4.63	

	Fore River Development, LLC			9020			
126	J.F. White Contracting Company Fore River Development, LLC	Contract Amendment- Amendment No.2	November 3, 2009	J.F. White Contracting Company, 10 Burr Street, Framingham, MA 01701-9020		Services Agreement Amendment- 2.6.4.64	
127	J.F. White Contracting Company Fore River Development, LLC	Contract Amendment- Amendment No.3	March 29, 2010	J.F. White Contracting Company, 10 Burr Street, Framingham, MA 01701-9020		Services Agreement Amendment- 2.6.4.65	
128	J.F. White Contracting Company Fore River Development, LLC	Contract Amendment- Amendment No.4	June 28, 2010	J.F. White Contracting Company, 10 Burr Street, Framingham, MA 01701-9020		Services Agreement Amendment- 2.6.4.66	
129	Fidelity Management Trust Company BG New England Power Services, Inc.	Fidelity Investments Retirement Plan Service Agreement	May 4, 2009	[not provided]		Fidelity Investments Retirement Plan Service Agreement (BG New England Power Services, Inc 401(k) Plan) dated May 4, 2009	
130	OSIsoft, LLC Boston Generating, LLC	Proposal	January 24, 2010	OSIsoft, LLC, 777 Davis Street, Suite 250, San Leandro, CA 94577, Attn: Order Processing		Proposal	

131	IT ImageTech Boston Generating, LLC	Network Agreement		IT ImageTech, 70 Shawmut Road, Canton, MA 02021		Network Agreement	
132	Dictronics Boston Generating, LLC	Call Recording Systems Customer Service and Support Agreement	June 18, 2010	Dictronics, 110 Gould Street, P.O. Box 920403, Needham, MA 02492-0921		Call Recording Systems Customer Service and Support Agreement	
133	Invensys System, Inc. Fore River Development, LLC	Service Agreement for Boston Generating Fore River Station	December 11, 2009	Invensys System, Inc., 33 Commercial Street, Foxboro, MA 02035		Service Agreement	
134	Atlas Corps, Inc. Fore River Development, LLC	Purchase Order Number: FOR-2010-00445	June 29, 2010	Atlas Corps, Inc., 775 Pleasant Street, Weymouth, MA 02189, Attn: Kim Hickox		Purchase Order	
135	GE Management Services, Inc. Boston Generating, LLC	CEMS Maintenance Service Proposal: Q33721126	January 1, 2010	GE Management Services, Inc., 2849 Sterling Drive, Hatfield, PA 19940		CEMS Maintenance Service Proposal [Requires GE's written consent before posting]	
136	GE Management Services, Inc. Boston Generating, LLC	DAHS Software Support Proposal: Q34291362	January 1, 2010	GE Management Services, Inc., 2849 Sterling Drive, Hatfield, PA 19940		DAHS Software Support Proposal [Requires GE's written consent before posting]	
137	Mass Hauling & Disposal Boston Generating, LLC	Disposal & Recycling Services	December 30, 2009	Mass Hauling & Disposal, 200 Libbey Industrial Parkway, East Weymouth,		Disposal & Recycling Services Proposal [This proposal is the	

				MA 02189		underlying agreement]	
138	Atlas Copco	Preventative Maintenance Plan	January 18, 2010			Preventative Maintenance Plan Service Agreement	
139	PMAX Boston Generating, LLC	PMAX Annual Maintenance Support Subscription Service	[not provided]			PMAX Annual Maintenance Support Subscription Service	
140	Rockwell Automation, Inc. Mystic Development, LLC	Fore River Development, LLC Master Purchase Agreement, No. 2010-0001-GC Lead Sheet	January 1, 2010	Rockwell Automation, Inc., 100 Nickerson Road, Marlborough, MA 01752		MYD Master Purchase Agreement	
141	Shared Technologies Inc.	Master Purchase and Maintenance Agreement	June 27, 2004	Shared Technologies Inc. 1405 South Beltline Road, Suite 100, Coppell, TX 75019		Master Purchase and Maintenance Agreement (governs the two maintenance orders and the partnership order that we received) [confidentiality provision restricts posting]	
142	EMC Corporation Boston Generating, LLC	EMC Corporation End-User License and Maintenance Agreement		EMC Corporation, 2831 Mission College Boulevard, Santa Clara, CA 95052-8199 (taken from EMC Quote documents dated 7/7/09 and		End-User License and Maintenance Agreement (governs all other related contracts)	

				5/5/10)			
143	Boston Generating, LLC	2010 Incentive Program	March 26, 2010			2010 Incentive Program -2.6.4.70	
144	Towers Perrin Boston Generating New England Power Services		August 24, 2005 (contains automatic renewal provision)	Towers Perrin, 200 West Madison Street, Suite 3100, Chicago, IL 60608		Engagement of Towers Perrin for Consulting Services	
145	Sequent Energy Management, L.P. Credit Suisse, Cayman Islands Branch Boston Generating, LLC	Consent and Agreement	April 22, 2008	Credit Suisse, Cayman Islands Branch, 11 Madison Avenue, New York, NY 10010, Attn: Christopher Day Sequent Energy Management, L.P., 1200 Smith, Suite 900, Houston, TX 77002, Attn: Director of Contracts Administration/ Legal Department		Consent and Agreement- 5.6.1.6.6	
146	AGL Resources Inc. Boston Generating, LLC	Guaranty Agreement	March 28, 2008	AGL Resources Inc., Ten Peachtree Place, Atlanta, GA 30309, Attn: Chief Financial Officer, send copy to same address, but Attn: VP and Treasurer		Guaranty	
147	Credit Suisse Energy LLC Boston Generating LLC	Credit Suisse USA Guaranty	April 4, 2005	Credit Suisse, Cayman Islands Branch, 11 Madison Avenue, New York, NY 10010, Attn: Christopher Day		Guaranty	

148	Andrew International Boston Generating, LLC	Andrews International Proposal to provide security services to: Boston Generating Mystic and Fore River Plants	January 21, 2010	Andrew International, 27959 Smyth Drive, Valencia, CA 91355		Proposal (accepted by issuing purchase orders)	
149	Andrews International Fore River Development, LLC	Purchase Orders	January 29, 2010	Andrews International, 210 Commercial Street, 5 th Floor, Boston, MA 02109		Andrews International Purchase Order for Fore River Development (according to company, purchase order is evidence of the acceptance of the proposal)	
150	Robert Senier, Business Agent, Local 369, Utility Workers of America, AFL- CIO BG New England Power Services, Inc.		November 7, 2008	Bob Senier, Business Agent, Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Letter re: Pension Plan- 7.4.2.3.1	
151	Local 369, Utility Workers of America BG Boston, LLC	Memorandum of Agreement	Signed October 22, 2009	Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Memorandum of Agreement- 7.4.2.3.4	
152	Local 369, Utility Workers of America BG New England Power Services, Inc.	Memorandum of Agreement	Signed 8/15/2006	Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Memorandum of Agreement- 7.4.2.3.5	

153	Local 369, Utility Workers of America BG New England Power Services, Inc.	Agreement and Release	Signed February 16, 2007	Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Agreement and Release- 7.4.2.3.7	
154	Local 369, Utility Workers of America BG New England Power Services, Inc.	Memorandum of Agreement	Not dated	Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Memorandum of Agreement- 7.4.2.3.9	
155	Local 369, Utility Workers of America BG New England Power Services, Inc.		April 22, 2008	Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Letter re: Carol Pepper- 7.4.2.3.10	
156	Robert Senier, Business Agent, Local 369, Utility Workers of America, AFL-CIO BG New England Power Services, Inc.		July 7, 2009	Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Letter-7.4.2.3.12	
157	Local 369, Utility Workers of America Boston Generating New England	Memorandum of Agreement	Signed December 19, 2007	Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Memorandum of Agreement- 7.4.2.3.13	
158	Local 369, Utility Workers of America BG New England Power Services, Inc.	Memorandum of Agreement	Signed April 10, 2008	Local 369, Utility Workers of America, AFL-CIO, 120 Bay State Dr, Braintree, MA 02184		Memorandum of Agreement- 7.4.2.3.14	

159	BG New England Post-Employment Medical Savings Account Plan For Union Employees and all assets and liabilities associated with employee accounts held in Trust by U.S. Bank National Association
160	BG New England Power Services, Inc. All Management Employee Long Term Disability Coverage with Prudential
161	BG New England Power Services, Inc. Union Group Mystic 7 Long Term Disability Coverage with Prudential
162	BG Boston Services Union Group Mystic 8/9 and Fore River Long Term Disability Coverage with Prudential
163	BG New England Union Employees Pension Plan
164	BG New England Union Employees Pension Plan Trust Agreement and all associated assets under management by U.S. Bank National Association
165	BG New England Union Short Term Disability Policy
166	Boston Generating Severance Benefit Plan
167	Boston Generating, LLC Incentive Program
168	Life Insurance Company of North America Business Travel Coverage
169	Comprehensive Welfare Benefit Plan
170	Delta Dental PPO Plus Premier Program for BG New England Management Employees
171	Delta Dental PPO Plus Premier Program for BG New England Union Employees
172	Educational Assistance Program
173	Employee Assistance Program
174	Group Vision Care Policy with Eastern Vision Service Plan, Inc.
175	Life Insurance Plan with Hartford Life Insurance Company

176	Medical Options of Boston Generating, LLC for Management Employees HMO Blue New England & Blue Care Elect Preferred (PPO)
177	Medical Options of Boston Generating, LLC for Union Employees HMO Blue New England & Blue Care Elect Preferred (PPO)
178	BG New England Power Services and BG Boston Services ADP Flexible Spending Account Plan
179	Retention Letter from USPG to Arthur May dated as of December 2, 2008
180	Retention Letter from USPG to Donna Maguire dated as of December 2, 2008
181	Retention Letter from USPG to George Wilson dated as of December 2, 2008
182	Retention Letter from USPG to Paul Hamilton dated as of November 23, 2008
183	Retention Letter from USPG to Ray Ivers dated as of December 2, 2008
184	Supplemental Health Plan for BG New England Power Services, Inc. Retired Employees, A Plan of the Utility Workers Union of America National Health and Welfare Fund
185	Voluntary Accidental Death & Dismemberment Plan with Hartford Life Insurance Company

Schedule 2.1(d)

Permits⁵

MYSTIC					
	Title/Subject/Number	Issuing Agency	Permit Date (effective)	Expiration Date	Comments and Notes
ENVIRONMENTAL					
1	Authorization to Discharge Permit Under the National Pollutant Discharge Elimination System, Permit MA0004740	EPA	10/17/2001	10/17/2006, renewed to 10/17/2011	Letter application for renewal filed 3/20/2006.
2	NPDES General Permit for Stormwater Discharges, Permit MAR05CW63	EPA	1/22/2009	9/29/2013	Email from EPA stating effectiveness is 30 days after receipt.
3	Waterways License Application, No. W99-9442, License 8454	MDEP	3/15/2000	3/15/2030	
4	MWRA Discharge Permit, No. 13102507	MWRA	6/29/2009	8/15/2011	
5	Final Air Quality Operating Permit, App. MBR-95-OPP-036	MDEP	12/16/2004	12/16/2009	
6	Auxiliary Boiler Air Permit, App. MBR-07-COM-001	MDEP	4/25/2007	4/25/2012	
7	Use Permits for Storage Tanks, OSFM #s: 01552, 01553, 01051, 01241, 01242, 02187, 01240, 01777, 01776, 01545, 01551, 01677 and 01676	MEPS	N/A	8/17/2010-9/22/2010	
8	Permit for Underground Storage Tanks	MEPS	10/29/2009	10/29/2010	
9	Source Registration, Facility AQ identifier 1190128	MDEP	2008	N/A	
10	Permit for Storage of Fuel Oil	City of Everett	1/25/2000	N/A	
ENERGY					
11	* <i>Boston Generating, LLC</i> , Docket No. ER04-994-000 (July 30, 2004) (unreported)	FERC	8/1/2004	N/A	Market-based rate authorization. Applies to the Boston Generating, LLC entity

⁵ Unless designated with an asterisk (*), all permits are transferrable.

MYSTIC					
	Title/Subject/Number	Issuing Agency	Permit Date (effective)	Expiration Date	Comments and Notes
					only.
12	* <i>Sithe New England Holdings LLC</i> , 83 FERC ¶ 61,035 (1998); <i>Sithe Energies, Inc.</i> , Docket No. ER01-513-004 (June 12, 2003) (unreported) (name change from “ <i>Sithe Mystic LLC</i> ” to “ <i>Exelon Mystic LLC</i> ”); <i>Mystic I, LLC</i> , Docket Nos. ER04-657-000, <i>et al.</i> (June 4, 2004) (unreported) (name change from “ <i>Exelon Mystic, LLC</i> ” to “ <i>Mystic I, LLC</i> ”)	FERC	4/30/1998	N/A	Market-based rate authorization.
13	* <i>Sithe Framingham LLC</i> , 83 FERC ¶ 61,106 (1998)	FERC	4/30/1998	N/A	Exempt wholesale generator status.
14	* <i>Sithe Fore River Dev. LLC</i> , Docket Nos. ER01-41-000, <i>et al.</i> (Nov. 29, 2000) (unreported); <i>Sithe Energies, Inc.</i> , Docket No. ER01-513-004 (June 12, 2003) (unreported) (name change from “ <i>Sithe Mystic Development LLC</i> ” to “ <i>Exelon Mystic Development LLC</i> ”); <i>Mystic I, LLC</i> , Docket Nos. ER04-657-000 <i>et al.</i> (June 4, 2004) (unreported) (name change from “ <i>Exelon Mystic Development, LLC</i> ” to “ <i>Mystic Development, LLC</i> ”)	FERC	2/12/2001	N/A	Market-based rate authorization.
15	* <i>Sithe Mystic Development LLC</i> , 93 FERC ¶ 62,208 (2000)	FERC	12/18/2000	N/A	Exempt wholesale generator status.
16	<i>Sithe Mystic Development LLC</i> , 9 DOMSB 101 (1999)	MEFSB	9/30/1999	N/A	No pending matters at MEFSB.
OTHER					
17	Permanent Certificates of Occupancy, OP-2003-0028, OP-2003-0046	City of Everett	3/18/2004	N/A	For Power Plant
18	Permanent Certificate of Occupancy, OP-2010-0008	City of Everett	3/22/2010	N/A	For Storage Building

MYSTIC					
	Title/Subject/Number	Issuing Agency	Permit Date (effective)	Expiration Date	Comments and Notes
19	Certificate of Use and Occupancy	City of Everett	3/22/2010	N/A	

FORE RIVER					
	Title/Subject/Number	Issuing Agency	Permit Date (effective)	Expiration Date	Comments and Notes
ENVIRONMENTAL					
1	NPDES General Permit for Stormwater Discharges, Permit MAR05CV35	EPA	1/8/2009	9/29/2013	
2	License to Operate a Power Plant, Waterways License under Chapter 91, No. 8449	MDEP	3/13/2000	3/13/2030	
3	MWRA Discharge Permit, No. 39102547	MWRA	5/28/2009	4/15/2011	
4	Final Approval of Air Permit, App. MBR-99-COM-018	MDEP	3/20/2006	3/20/2011	
5	Prevention of Significant Deterioration Permit, No. 047-119-MA08	EPA	1/14/2007	N/A	
6	License for storage of flammable and combustible materials	MDPS	6/13/2000	N/A	
7	Registration related to the Keeping, Storage, Manufacture or Sale of Flammables or Explosives	MDPS	4/1/2006	N/A	Stamped 5/12/2009; registration required each year before April 30 th .
8	Permit for Above Ground Storage Tank	MEPS	12/19/2005	12/31/2010	
9	Source Registration, Facility AQ identifier 1190227	MDEP	2008	N/A	
10	Use Permits for Storage Tanks, OSFM #s 01919 and 01775	MEPS	N/A	6/24/2010	
11	Certificate of Hazardous Materials	Town of Weymouth	N/A	11/30/2010	
ENERGY					
12	* <i>Sithe Fore River Dev. LLC</i> , Docket Nos. ER01-41-000, <i>et al.</i> (Nov. 29, 2000) (unreported); <i>Sithe Energies, Inc.</i> , Docket No. ER01-513-004 (June 12, 2003) (unreported) (name change from “ <i>Sithe Fore River Development LLC</i> ” to “ <i>Exelon Fore River Development LLC</i> ”); <i>Fore River Dev., LLC</i> , Docket Nos. ER04-659-000, <i>et al.</i> (May 26, 2004) (unreported) (name change from “ <i>Exelon Fore River Development, LLC</i> ” to “ <i>Fore River</i>	FERC	2/12/2001	N/A	Market-based rate authorization. Not transferable.

<u>FORE RIVER</u>					
	Title/Subject/Number	Issuing Agency	Permit Date (effective)	Expiration Date	Comments and Notes
	Development, LLC")				
13	* <i>Sithe Fore River Development LLC</i> , 93 FERC ¶ 62,207 (2000)	FERC	12/18/2000	N/A	Exempt wholesale generator status.
14	Sithe Edgar Development LLC, 10 DOMSB 1 (2000)	MEFSB	2/11/00	N/A	No pending matters at MEFSB.
<u>OTHER</u>					
15	Certificate of Occupancy	Town of Weymouth	6/8/2005	N/A	
16	Agreement with Town of Weymouth	Sithe Edgar Development L.L.C. & Town of Weymouth	7/27/1999	20 years after day on which plant regularly begins producing electricity for commercial sale.	Sithe agrees to comply with noise, emissions, and aesthetic conditions imposed by the town and to pay the town certain lump-sum or annual funds for infrastructure and civic needs.
17	Certificate of Granting of Variance or Special Permits, Case 2452	Town of Weymouth, Board of Appeals	9/17/1999	N/A	Includes letter from law firm setting out proof of grant of variance for power plant.

<u>ABBREVIATIONS</u>					
EPA	--	U.S. Environmental Protection Agency	MEPS	--	Massachusetts Executive Office of Public Safety
FERC	--	Federal Energy Regulatory Commission	MWRA	--	Massachusetts Water Resource Authority
MDEP	--	Massachusetts Department of Environmental Protection	NPDES	--	National Pollutant Discharge Elimination System
MDPS	--	Massachusetts Department of Public Safety	MEFSB	--	Massachusetts Energy Facilities Siting Board

Schedule 2.1(e)

Inventory

(as of June 30, 2010)

MAS Account	MAS Description	BOS	FRD	MYD	MYS	NEP	BSV	Consolidated Boston Gen
Inventory within Net Working Capital ⁽¹⁾								
15500-00-00	Oil Inventory - #6	-	-	-	6,867,758	-	-	6,867,758
15509-00-00	Oil Inventory - #6 LCM	-	-	-	(2,354,231)	-	-	(2,354,231)
15501-00-00	Oil Inventory - #2 Ign	-	-	-	-	-	-	-
15502-00-00	Oil Inventory - #2 Jet	-	-	-	29,549	-	-	29,549
15503-00-00	Oil Inventory - FRD ULSD	-	28,236	-	-	-	-	28,236
15010-00-00	Parts - Combustion Turbines	-	331,637	1,993,483	430,466	-	-	2,755,586
15020-00-00	Parts - Steam Turbine	-	61,833	948,602	264,598	-	-	1,275,113
15030-00-00	Parts - Comb Turbine Control	-	68,728	15,361	4,182	-	-	88,270
15040-00-00	Parts - Steam Turbine Control	-	-	-	35,234	-	-	35,234
15050-00-00	Parts - CTG Gen / Excitation	-	31,747	159,526	(1,313)	-	-	189,960
15055-00-00	Parts - STG Gen / Excitation	-	559	-	92,831	-	-	93,390
15060-00-00	Parts - Switchyard / Switchge	-	156,026	196,694	52,500	-	-	405,220
15070-00-00	Parts - Heat Recovery Steam	-	377,729	402,980	557,708	-	-	1,338,417
15080-00-00	Parts - Water Supp. / Treat.	-	153,341	214,785	16,578	-	-	384,704
15090-00-00	Parts - Steam Systems	-	584,361	735,343	120,673	-	-	1,440,377
15100-00-00	Parts - Feed / Conden Sys	-	639,876	465,105	248,619	-	-	1,353,599
15110-00-00	Parts - Cooling Water Sys	-	55,952	(2,574)	206,633	-	-	260,012
15120-00-00	Parts - Air Systems	-	62,309	41,159	8,590	-	-	112,058
15130-00-00	Parts - Emission Control	-	74,165	473,064	281,496	-	-	828,724
15140-00-00	Parts - Distributed Control S	-	30,328	7,132	49,796	-	-	87,256
15150-00-00	Parts - Fuel Systems	-	46,881	15,129	68,135	-	-	130,146
15160-00-00	Parts - Plant Utilities / HVA	-	70,921	21,582	-	-	-	92,503
15170-00-00	Parts - Water Gathering Sys	-	30,268	27,136	49,404	-	-	106,808
15180-00-00	Parts - Balance of Plant	-	(239,081)	485,816	471,696	-	-	718,430
15200-00-00	Parts - Boiler	-	-	29,156	2,569	-	-	31,725
15230-00-00	Parts - Waste Water Treatment	-	(592)	4,819	9,845	-	-	14,073
15901-00-00	Mtl and Supplies PA Adj ⁽²⁾	-	1,696,238	1,113,220	(677,526)	-	-	2,131,932
16110-00-00	T&E - Mechanical Equipment	-	28	92	-	-	-	121
16120-00-00	T&E - Electrical Equipment	-	-	-	-	-	-	-
16130-00-00	T&E - Mechanical Tools	-	298	22,255	-	-	-	22,553
16140-00-00	T&E - Electrical Tools	-	2,967	-	-	-	-	2,967
16150-00-00	T&E - Laboratory Equipment	-	-	-	-	-	-	-
16160-00-00	T&E - Safety Equipment	-	(332)	-	6,052	-	-	5,720
16170-00-00	T&E - Plant Radios & Equip	-	-	1,554	-	-	-	1,554
16180-00-00	T&E - Warehouse Storage-Offc	-	-	-	-	-	-	-
16190-00-00	T&E - Operations Tools	-	23	(206)	-	-	-	(184)
16193-00-00	T&E - Man-Lift	-	-	-	-	-	-	-
16300-00-00	Stores Handling Billed Charge	-	-	-	-	-	-	-
15900-00-00	Reserve for obsolescence	-	-	-	-	-	-	-
Subtotal	Inventory within Net Working Capital	-	4,264,446	7,393,692	6,841,842	-	-	18,499,980
Capital Spares excluded from Net Working Capital ⁽³⁾								
17521-00-00	CAPEX - LTSA Spares MYD ⁽⁴⁾	-	-	3,135,154	-	-	-	3,135,154
17517-00-00	CAPEX - L-O Blades ST96 MYD ⁽⁵⁾	-	-	4,230,243	-	-	-	4,230,243
17604-00-00	CAPEX - TIL Retaining Rings	-	-	-	709,318	-	-	709,318
17605-00-00	CAPEX - Turbine Cntrl Upgrade	-	-	-	1,911,486	-	-	1,911,486
17610-00-00	CAPEX - L-O Turbine Blades	-	-	-	2,500,962	-	-	2,500,962
17611-00-00	CAPEX - Burner Mgmt System	-	-	-	421,824	-	-	421,824
17009-00-00	Capital Spares LTSA ⁽⁶⁾	(11,902,943)	10,231,526	13,574,360	-	-	-	11,902,943
Subtotal	Capital Spares excluded from Net Working Capital	(11,902,943)	10,231,526	20,939,767	5,543,591	-	-	24,817,930
Total	Inventory within Net Working Capital plus Capital Spares excluded from Net Working Capital	(11,902,943)	14,495,972	28,333,448	12,385,433	-	-	43,311,910

Notes

For avoidance of doubt (and as described by Seller on a 7/22/2010 net working capital diligence call), "15" and "16" MAS Account Series inventory items are included within Net Working Capital, while all "17" MAS Account Series are capital spare parts and are excluded from Net Working Capital and are instead classified as PP&E.

(1) Balance as of 6/30/2010 as provided by Seller

(2) This adjustment is related to the Purchase Accounting Valuation done June 2007 with the merger of USPG and BG

(3) Balance as of 12/31/2009 as provided by Seller (unless otherwise noted)

(4) Balance as of 6/30/2010 as provided by Seller

(5) Steam Turbine Blades installed in Q4-2009 on MY9, the old blades were refurbished in 2010 for approx \$500k and are now in inventory

(6) The (\$11.9MM) on BG is the 6/07 Purchase Accounting Valuation adjustment to capital spares done with the Merger; it represents the depreciation value of the spares at that time

Schedule 2.1(m)

Air Emissions Credits and Allowances

(As of July 16, 2010)

TYPE	AMOUNT⁶
SO2 Allowances (Acid Rain Program)	Fore River: 7 (Vintage 2006) Mystic: 35,578 (Vintage 2006 - 09), 16,065 (Vintage 2010), and 26,065 per year for Vintages 2011 – 40
NOx Allowances (CAIR Ozone Season)	Fore River: 84 (Vintage 2005), 66 (Vintage 2006), 552 (Vintage 2009), 552 (Vintage 2010), and 552 (Vintage 2011) Mystic: 209 (Vintage 2006), 320 (Vintage 2007), 1327 (Vintage 2009), 827 (Vintage 2010), and 1327 (Vintage 2011)
CO2 Allowances (RGGI)	Boston Generation Account: 3,951,000 (Vintage 2009), and 347,000 (Vintage 2012)

⁶ Allowances transferred will include all Allowances currently in Sellers' accounts, net of Allowances required for pre-Closing obligations.

Schedule 3.4

Adjusted Net Working Capital Principles and Methodologies

[Provided under separate cover]

Schedule 3.4

Adjusted Net Working Capital and Principles and Methodologies

\$ in thousands

Current Assets

Accounts receivable	\$	52,118
Inventory		18,500
Prepaid expenses ¹		17,761
Total current assets		<u>88,379</u>

Current Liabilities

Accounts payable and accrued expenses		28,407
Fuel payable		32,272
Other current liabilities		1,298
		<u>61,978</u>

Adjusted Net Working Capital

\$ 26,401

Notes

¹ Excludes LTSA CAPEX payments made prior to close

² Based upon June 30, 2010 balance sheet

Principles and Methodologies

The pro-forma adjusted net working capital statement has been prepared in accordance with U.S. GAAP, applied on a consistent basis, pursuant to the accounting policies footnote in the Boston Generating, LLC and Subsidiaries 2009 audited financial statements.

The pro-forma adjusted net working capital statement assumes that there are no cure amounts payable to creditors and that there have been no draws on the issued and outstanding letters of credit. It also assumes that amounts receivable, payable or accrued are current.

Schedule 4.3

Governmental Approvals

1. Federal Energy Regulatory Commission approval pursuant to Section 203 of the Federal Power Act.
2. Filings and approvals, including the expiration of applicable waiting periods, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.
3. Any required consents from, or notifications to, the Federal Communications Commission.

Necessary Consents

1. Financial Accommodation/Debt Financing Agreements: All contracts set forth on Schedule 2.1(c) which may require consent pursuant to Section 365(c)(2) of the Bankruptcy Code.
2. IP Agreements: All contracts set forth on Schedule 2.1(c) that relate to Intellectual Property and/or any IT Assets which may require consent pursuant to section 365(c)(1) of the Bankruptcy Code.
3. Safe Harbor Agreements: All contracts set forth on Schedule 2.1(c) that might be subject to Sections 556, 560 or 561 of the Bankruptcy Code which may require consent.

Schedule 4.8

Litigation

Case	Description	State Pending
Exelon Edgar, LLC et al. v. Massachusetts Water Resource Authority, Norfolk Superior Court, C.A. No. 02-01305	Eminent domain taking action relating to MWRA taking of certain land parcels originally owned by Boston Edison Company.	Massachusetts
Kevin McNiff, et al. v. Sithe Energies, Inc., Exelon New Boston, LLC, Exelon New England Power Services, Inc. and John Does, Suffolk Superior Court, No. SUCV2005-04158	Personal injury lawsuit filed by 9 Boston firefighters in connection with an October 2002 fire at the New Boston Station power generating facility, the ownership of which remains with Exelon. BG New England Power Services, Inc. (formerly Exelon New England Power Services, Inc.) was added as a defendant in a First Amended Complaint served in August 2007.	Massachusetts
Scott Williams v. Keystone Engineering Corp. and Fore River Development, LLC	Personal injury lawsuit filed by laborer employed by Loranger, Inc., who allegedly fell and injured himself on or about July 18, 2005 at the Fore River Power Plant.	Massachusetts
Donald Flaherty, Jr. v Boston Generating, LLC	Personal injury action filed by employee of O'Conner Corporation who claims to have been injured at Mystic Station on April 9, 2007.	Massachusetts
Massachusetts Laborers' Benefit Funds v Cutter Atlantic Refractories	Summons and complaint received on July 6, 2010.	Massachusetts
Garvin Jean-Bon	By letter dated March 9, 2009, attorney for Mr. Jean-Bon made claim for bodily injury in connection with incident occurring on or about October 9, 2008.	Massachusetts
Cynthia Johnson v. Boston Generating, LLC	This matter was filed with the Commonwealth of Massachusetts Commission Against Discrimination (Docket No. 06BEM00957).	Massachusetts
Grievance #10-20-09-2587 Disciplinary Reprimand and Demotion to Lead CCO J.Fava	A bargaining unit employee was demoted for failing to follow safe work practices which led to an injury. The union is grieving the loss of pay.	
Grievance #6-26-06-7411 Fire Marshall Duties	This grievance concerns use of a contractor to perform work the Union claims as "Fire Marshall Duties." An	

Case	Description	State Pending
	arbitrator has been selected, but there has been no activity since June 2009.	

Schedule 4.9(a)

Labor and ERISA Matters

1. Cynthia Johnson v. Boston Generating, LLC (Massachusetts): This matter was filed with the Commonwealth of Massachusetts Commission Against Discrimination (Docket No. 06BEM00957).
2. Grievance #10-20-09-2587 Disciplinary Reprimand and Demotion to Lead CCO J.Fava: A bargaining unit employee was demoted for failing to follow safe work practices which led to an injury. The union is grieving the loss of pay.
3. Grievance # 6-26-06-7411 Fire Marshall Duties: This grievance concerns use of a contractor to perform work that the Union claims as "Fire Marshall Duties." An arbitrator has been selected, but there has been no activity since June 2009.
4. Scott Williams v. Keystone Engineering Corp. and Fore River Development, LLC: Personal injury lawsuit filed by laborer employed by Loranger, Inc., who allegedly fell and injured himself on or about July 18, 2005 at the Fore River Power Plant.
5. Donald Flaherty, Jr. v. Boston Generating, LLC: Personal injury action filed by employee of O'Connor Corporation who claims to have been injured at Mystic Station on April 9, 2007.
6. Garvin Jean-Bon: By letter dated March 9, 2009, an attorney for Mr. Jean-Bon made a claim for bodily injury in connection with incident occurring on or about October 9, 2008.

Schedule 4.9(b)

Benefit Plans

1. Adoption Assistance Program
2. BG Boston Services LLC Union Retirement 401(k) Plan and associated assets invested with Fidelity Investments.
3. BG New England Post-Employment Medical Savings Account Plan For Union Employees and all assets and liabilities associated with employee accounts held in Trust by U.S. Bank National Association
4. BG New England Power Services, Inc. 401(k) Plan (for Salaried Employees) and associated assets invested with Fidelity Investments.
5. BG New England Power Services, Inc. All Management Employee Long Term Disability Coverage with Prudential
6. BG New England Power Services, Inc. Union Group Mystic 7 Long Term Disability Coverage with Prudential
7. BG Boston Services Union Group Mystic 8/9 and Fore River Long Term Disability Coverage with Prudential
8. BG New England Power Services, Inc. Union Retirement 401(k) Plan and associated assets invested with Fidelity Investments.
9. BG New England Union Employees Pension Plan
10. BG New England Union Employees Pension Plan Trust Agreement and all associated assets under management by U.S. Bank National Association
11. BG New England Union Short Term Disability Policy
12. Boston Generating Severance Benefit Plan
13. Boston Generating, LLC Incentive Program
14. Life Insurance Company of North America Business Travel Coverage
15. Comprehensive Welfare Benefit Plan
16. Delta Dental PPO Plus Premier Program for BG New England Management Employees
17. Delta Dental PPO Plus Premier Program for BG New England Union Employees
18. Educational Assistance Program
19. Employee Assistance Program
20. Group Vision Care Policy with Eastern Vision Service Plan, Inc.

21. Life Insurance Plan with Hartford Life Insurance Company
22. Medical Options of Boston Generating, LLC for Management Employees HMO Blue New England & Blue Care Elect Preferred (PPO)
23. Medical Options of Boston Generating, LLC for Union Employees HMO Blue New England & Blue Care Elect Preferred (PPO)
24. BG New England Power Services and BG Boston Services ADP Flexible Spending Account Plan
25. Retention Letter from USPG to Arthur May dated as of December 2, 2008.
26. Retention Letter from USPG to Donna Maguire dated as of December 2, 2008.
27. Retention Letter from USPG to George Wilson dated as of December 2, 2008.
28. Retention Letter from USPG to Paul Hamilton dated as of November 23, 2008.
29. Retention Letter from USPG to Ray Ivers dated as of December 2, 2008.
30. Supplemental Health Plan for BG New England Power Services, Inc. Retired Employees, A Plan of the Utility Workers Union of America National Health and Welfare Fund.
31. Voluntary Accidental Death & Dismemberment Plan with Hartford Life Insurance Company.

Schedule 4.9(e)

Title IV Plans

None.

Schedule 4.12

Validity of Permits

None.

Schedule 5.3

Buyer Governmental Approvals

1. Federal Energy Regulatory Commission approval pursuant to Section 203 of the Federal Power Act.
2. Filings and approvals, including the expiration of applicable waiting periods, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.
3. Any required consents from, or notifications to, the Federal Communications Commission.
4. Federal Energy Regulatory Commission order granting market-based rate authority pursuant to Section 205 of the Federal Power Act.
5. Federal Energy Regulatory Commission notice of effectiveness of Exempt Wholesale Generator status under Part 366 of the Federal Energy Regulatory Commission's regulations, 18 C.F.R. Part 366 (2010)

Schedule 5.8

ISO New England Ownership

None.

Schedule 6.18

Credit Support Requirements

<u>Letter of Credit No.</u>	<u>Beneficiary</u>	<u>Stated Amount</u>	<u>Issuer</u>	<u>Date of Issuance</u>	<u>Expiry</u>
TS-07003811	Credit Suisse Energy LLC	\$60,000,000 (stated amount was reduced)	Credit Suisse	12/21/2006, amended 8/6/2008	2/1/2011
TS-07004584	Distrigas of Massachusetts LLC	\$75,000,000 (stated amount was increased)	Credit Suisse	4/17/2008, amended 9/18/2008	4/17/2011, renewed yearly
TS-07003661	Distrigas of Massachusetts LLC	\$1,500,000	Credit Suisse	8/3/2006	8/3/2010, renewed yearly
TS-07004549	Sequent Energy Management, L.P.	\$10,000,000	Credit Suisse	3/28/2008	3/28/2011, renewed yearly
TS-07004331	Sempra Energy Trading LLC	\$25,000,000	Credit Suisse	12/11/2007	3/1/2011

Exhibit B

Form of Joinder Agreement

Reference is hereby made to that certain Sale Support Agreement, dated _____, 2010 (as such agreement may be amended, modified or supplemented from time to time, the "**Sale Support Agreement**") by and among Boston Generating, LLC ("**BostonGen**"), Fore River Development, LLC ("**FRD**"), Mystic I, LLC ("**Mystic I**"), Mystic Development, LLC ("**Mystic**"), BG New England Power Services, Inc. ("**BGNEPS**"), BG Boston Services, LLC ("**BGBS**") and EBG Holdings LLC ("**Holdings**") and, together with BostonGen, FRD, Mystic I, Mystic, BGNEPS and BGBS, the "**BostonGen Entities**" or the "**Company**") and each of the first lien lenders party thereto (each, a "**Consenting First Lien Lender**", and collectively, the "**Consenting First Lien Lenders**"). Each of the BostonGen Entities and the Consenting First Lien Lenders are referred to herein individually as a "**Party**", and collectively as the "**Parties**". Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Sale Support Agreement.

As a condition precedent to becoming the beneficial holder or owner of [_____] dollars (\$_____) of First Lien Loan Claims, the undersigned transferee (the "**Transferee**") hereby agrees to become bound by all of the terms, conditions and obligations of the undersigned transferor (the "**Transferor**") set forth in or contemplated by the Sale Support Agreement. The Transferee acknowledges and agrees that (i) it has reviewed, or has had the opportunity to review, with the assistance of professional and legal advisors of its choosing, the Sale Support Agreement and (ii) all representations and warranties set forth in section 9 of the Sale Support Agreement are true and correct in all material respects as of the date hereof with respect to such Transferee.

This Joinder Agreement shall take effect and shall become an integral part of the Sale Support Agreement immediately upon its execution and the Transferee shall be deemed to be bound by all of the terms, conditions and obligations of the Sale Support Agreement as of the date hereof.

IN WITNESS WHEREOF, this Joinder Agreement has been duly executed by each
of the undersigned as of the date specified below.

Date: _____, 2010

	_____ Name of Transferee
	_____ Authorized Signatory of Transferee
	_____ (Type or Print Name and Title of Authorized Signatory)
	Address of Sale Support Party: _____ _____ _____
	Attn: _____
	Tel: _____
	Fax: _____
	Email: _____

EXECUTION VERSION

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT AND CONSENT

AMENDMENT NO. 1 dated as of November 9, 2010 (this "Amendment") to the Asset Purchase Agreement dated as of August 7, 2010 (the "Asset Purchase Agreement") by and among EBG Holdings LLC, a Delaware limited liability company ("Holdings"), Boston Generating, LLC, a Delaware limited liability company ("BGen"), Mystic I, LLC, a Delaware limited liability company ("Mystic I"), Fore River Development, LLC, a Delaware limited liability company ("FRD"), Mystic Development, LLC, a Delaware limited liability company ("Mystic Development"), BG Boston Services, LLC, a Delaware limited liability company ("BGBS"), and BG New England Power Services, Inc., a Delaware corporation ("BGNE" and together with Holdings, BGen, Mystic I, FRD, Mystic Development and BGBS, "Sellers" and each a "Seller"), Constellation Holdings, Inc., a Maryland corporation ("Buyer"), and Constellation Energy Group, Inc., a Maryland corporation ("Guarantor"). Sellers, Buyer and Guarantor are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WITNESSETH:

WHEREAS, the Parties have heretofore entered into the Asset Purchase Agreement, and

WHEREAS, the Parties now wish to amend the Asset Purchase Agreement as provided below.

NOW THEREFORE, in consideration of the premises and the agreements herein contained, intending to be legally bound hereby, the Parties hereby agree as follows:

1. Amendment to Asset Purchase Agreement

- (a) The definition of "Collective Bargaining Agreements" in Section 1.1 of the Asset Purchase Agreement is hereby amended to read in its entirety as follows:

"Collective Bargaining Agreements" shall mean, collectively, (i) that certain agreement between BGBS, and the Utility Workers Union of America, AFL-CIO and Local No. 369, dated as of February 28, 2007, as in effect on the Agreement Date, and (ii) that certain agreement between BGNE, and the Utility Workers Union of America, AFL-CIO and Local No. 369, dated as of September 30, 2010, without further amendment or modification.

- (b) Section 2.3 of the Asset Purchase Agreement is hereby amended by (i) removing the word "and" at the end of paragraph (h) thereof; (ii) inserting the following new paragraph (i) thereto: "all Liabilities related to the Proceeding listed as number 2 on Schedule 4.9(a); and (iii) renumbering existing paragraph (i) to be paragraph (j).

(c) Section 6.1(e)(i) of the Asset Purchase Agreement is hereby amended to read in its entirety as follows:

(i) enter into any new, or amend, terminate or renew any existing, employment, severance, consulting or salary continuation agreements with or for the benefit of any officers, directors or employees, in each case, other than in the Ordinary Course of Business;

(d) Section 6.7(a)(i) of the Asset Purchase Agreement is hereby amended by replacing the words "(in each case within than ten (10) days following the date of this Agreement)" therein with "(in each case within twelve (12) days following the date of this Agreement)."

(e) Section 8.1(b)(i) of the Asset Purchase Agreement is hereby amended to read in its entirety as follows:

(i) if the Closing shall not have occurred on or before the date that is one hundred twenty (120) days after the date hereof, unless the Closing shall not have occurred by such date solely because FERC has not authorized the sale of the Acquired Assets to Buyer pursuant to Section 203 of the Federal Power Act, in which case if the Closing shall not have occurred on or before January 14, 2011; provided, however, that the terminating Party is not in material and willful breach of any of its representations and warranties contained in this Agreement and has not failed in any material respect to perform any of its obligations hereunder;

(f) Section 8.1(e)(ii) of the Asset Purchase Agreement is hereby amended by replacing the phrase "ninety (90) days" therein with the phrase "ninety-six (96) days."

(g) Section 8.2(b)(ii) of the Asset Purchase Agreement is hereby amended to read in its entirety as follows:

(ii) Sellers shall pay to Buyer a cash amount equal to (A) \$30,000,000 (the "Break-Up Fee") (1) within two (2) Business Days after any termination of this Agreement pursuant to Section 8.1(b)(iii) or (2) upon Sellers' consummation of an Alternative Transaction within 12 months following the termination of this Agreement pursuant to Section 8.1 (other than Section 8.1(b)(iii), Section 8.1(c) (solely to the extent that the breach or breaches of Sellers that formed the basis for such termination are each Willful Breaches or breaches that occurred prior to the date hereof) or Section 8.1(d)(i)); (B) one-half of the Break-Up Fee within two (2) Business Days after any termination of this Agreement pursuant to Section 8.1(c), solely to the extent that the breach or breaches of Sellers that formed the basis for such termination are each Willful Breaches or breaches that occurred prior to the date hereof; and (C) one-half of the Break-Up Fee, after any termination of this Agreement pursuant to Section 8.1(c), solely to the extent (x) that the portion of the Break-Up Fee contemplated by clause (B) of this Section 8.2(b)(ii) has been paid and (y) within 12 months after the date of such termination, Sellers consummate an Alternative Transaction.

(h) Schedule 2.1(a)-2 (Leased Real Property) to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with a new Schedule 2.1(a)-2 in the form attached hereto as Exhibit 1.

(i) Schedule 2.1(c) (Assumed Contracts) to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with a new Schedule 2.1(c) in the form attached hereto as Exhibit 2.

(j) Schedule 4.9(b) (Benefit Plans) to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with a new Schedule 4.9(b) in the form attached hereto as Exhibit 3.

(k) Exhibit B (Bidding Procedures) to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with a new Exhibit B in the form attached hereto as Exhibit 4.

(l) Exhibit C (Bidding Procedures Order) to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with a new Exhibit C in the form attached hereto as Exhibit 5.

(m) Exhibit E (Sale Order) to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with a new Exhibit E in the form attached hereto as Exhibit 6.

(n) Exhibit G (Transition Services Agreement), in the form attached hereto as Exhibit 7, is hereby added as a new Exhibit G to the Asset Purchase Agreement.

2. Acknowledgement and Consent

(a) Notwithstanding the provisions of Section 6.1(e)(i) of the Asset Purchase Agreement, Buyer hereby acknowledges and consents to the execution by BGNE of that certain agreement between BGNE, the Utility Workers Union of America, AFL-CIO and Local No. 369, dated as of September 30, 2010.

(b) Notwithstanding the provisions of Section 6.11(c) of the Asset Purchase Agreement, Buyer and Sellers acknowledge and consent to the entry by the Bankruptcy Court of the Bidding Procedures Order on October 12, 2010.

(c) Notwithstanding the provisions of Section 8.1(e)(i) of the Asset Purchase Agreement, Buyer hereby waives its right to terminate the Asset Purchase Agreement in accordance with Section 8.1(e)(i).

3. Miscellaneous

(a) Effect. Except as expressly amended hereby, the Asset Purchase Agreement, including the Schedules and Exhibits shall remain in full force and effect.

(b) Governing Law. This Amendment shall be construed and interpreted, and the rights of the Parties shall be determined, in accordance with the Laws of the State of New York, without giving effect to any provision thereof that would require the application of the substantive laws of any other jurisdiction, except to the extent that such Laws are superseded by the Bankruptcy Code.


(c) Counterparts; Facsimile and Electronic Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Amendment may be delivered via facsimile or electronic mail. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the duly
authorized officers of Sellers and Buyer as of the date first above written

BUYER:

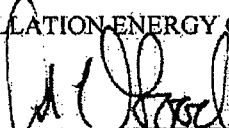
CONSTELLATION HOLDINGS, INC.

By: 
Name: _____
Title: _____

*Can
11/9/10*

GUARANTOR:

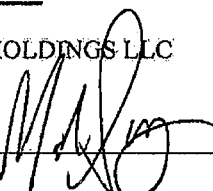
CONSTELLATION ENERGY GROUP, INC.

By: 
Name: _____
Title: _____

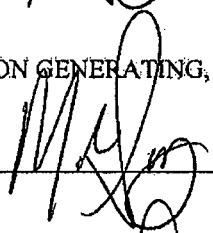
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SELLERS:

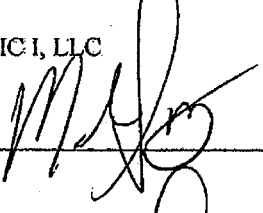
EBG HOLDINGS LLC

By: 
Name: _____
Title: _____

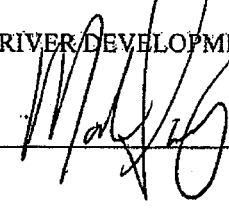
BOSTON GENERATING, LLC

By: 
Name: _____
Title: _____

MYSTIC I, LLC

By: 
Name: _____
Title: _____

FORE RIVER DEVELOPMENT, LLC

By: 
Name: _____
Title: _____

MYSTIC DEVELOPMENT, LLC

By: 

Name:

Title:

BG BOSTON SERVICES, LLC

By: 

Name:

Title:

BG NEW ENGLAND POWER SERVICES, INC.

By: 

Name:

Title:

APA Amendment No. 1 Signature Page

Exhibit 1

Schedule 2.1(a)-2 (Leased Real Property)

Schedule 2.1(a)-2

Leased Real Property

None.

Exhibit 2

Schedule 2.1(c) (Assumed Contracts)

Schedule 2.1(c)¹

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
1.	NSTAR Services Company (Boston Edison Company) EBG Holdings LLC	Interconnection and Operation Agreement between Boston Edison Company and Sithe Energies, Inc.	December 10, 1997	Boston Edison Company Attn: Doug S. Horan, Esq., Senior Vice President and General Counsel 800 Boylston Street Boston, MA 02199 Boston Edison Company Attn: Lead Transmission Asset Management Liaison c/o NSTAR Electric & Gas Company One NSTAR Way, NE240 Westwood, MA 02090-9003		Interconnection and Operation Agreement- 1.5.1.13 This Agreement was assigned by Sithe Energies, Inc. to Exelon Generation Company who then assigned this Agreement to EBG Holdings LLC.
2.	NSTAR Services Company (formerly Boston Edison Company) Sithe Mystic, LLC Sithe New Boston, LLC Sithe Edgar, LLC Sithe West Medway, LLC Sithe Framington, LLC	Agreement Regarding Obligations under Interconnection and Operation Agreement	May 15, 1998	Boston Edison Company Attn: Douglas S. Horan, Esq., Senior Vice President and General Counsel 800 Boylston Street Boston, MA 02199 Boston Edison Company Attn: Lead Transmission Asset Management Liaison		This Agreement was assigned by Sithe Energies, Inc. to Exelon Generation Company who then assigned this Agreement to EBG Holdings LLC.

¹ The inclusion of a contract, lease or other agreement on this Schedule does not constitute an admission that such contract, lease or other agreement is an executory contract or unexpired lease or that such contract or lease will be assumed by the Seller and assigned to the Buyer pursuant to Section 365 of the Bankruptcy Code. The Seller reserves all of its rights, claims and causes of action with respect to the contracts, leases and other agreements listed herein.

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Sithe Wyman, LLC EBG Holdings LLC			c/o NSTAR Electric & Gas Company One NSTAR Way, NE240 Westwood, MA 02090-9003		
3.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation	December 20, 2006	Credit Suisse Energy LLC Attn: President or General Counsel 11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		Confirmation Letter Agreement (Financial Swap- Cash Settled- NEMA Hedge A Swap) -2.6.2.1 (see also 2.6.2.8)
4.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation	January 29, 2007	Credit Suisse Energy LLC Attn: President or General Counsel 11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		Confirmation Letter Agreement (Financial Put Swaption- Cash Settled- NEMA A Put Swaption)- 2.6.2.2 (see also 2.6.2.9 and 2.6.4.46)
5.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation	December 20, 2006	Credit Suisse Energy LLC Attn: President or General Counsel 11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz		Confirmation Letter Agreement (Financial Swap- Cash Settled- NEMA Hedge B Swap) -2.6.2.3

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		
6.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation	January 29, 2007	Credit Suisse Energy LLC Attn: President or General Counsel 11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		Confirmation Letter Agreement (Financial Put Swaption- Cash Settled- NEMA B Put)-2.6.2.4
7.	Credit Suisse Energy LLC Boston Generating, LLC	ISDA Master Agreement	December 20, 2006	Credit Suisse Energy LLC 11 Madison Avenue New York, NY 10010 Attn: Head of Credit Risk Management; Head of OTC Operations-Operations Department; Head of Documentation Group- Securities Division; Legal and Compliance Department Wachtell Lipton Rosen & Katz Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		ISDA Master Agreement attaching the Schedule to the 1992 ISDA Master Agreement-2.6.2.5
8.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation Amendment	November 14, 2008	Credit Suisse Energy LLC Attn: President or General Counsel		Confirmation Amendment attaching Confirmations-2.6.2.11

12

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		
9.	Credit Suisse Energy LLC Boston Generating, LLC	Confirmation Amendment	November 19, 2008	Credit Suisse Energy LLC Attn: President or General Counsel 11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		Confirmation Amendment attaching confirmations-2.6.2.12
10.	City of Everett Mystic I, LLC (formerly Sithe Mystic LLC)	Tax Increment Financing Agreement by and between City of Everett and Sithe Mystic LLC	December 10, 1999	City of Everett City Hall 484 Broadway Everett, MA 02149 Attn: Assessor		Tax Increment Financing Agreement-3.3.1 (see also 4.3.2) -Site Amendment- 3.3.2 -Tax Increment Financing Plan- 3.3.3
11.	City of Everett Mystic I, LLC (formerly Sithe Mystic LLC)	Agreement for Payment in Lieu of Taxes	December 10, 1999	City of Everett Attn: Assessor City Hall 484 Broadway Everett, MA 02149		Sets forth annual payments to be made to the city-3.3.4 (see also 4.3.1) -Letter confirming agreement (3.3.5) -Tax Agreement Memo (3.3.7)
12.	Boston Gas Company, d/b/a	KeySpan 365 Day Firm	November 30,	KeySpan Energy Delivery New		Firm Transportation Services

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	KeySpan Energy Delivery New England, d/b/a National Grid Mystic I, LLC	Transportation Service Agreement	2007	England 52 Second Avenue Waltham, MA 02451 Manager- Key Accounts Boston Gas Company d/b/a KeySpan Energy Delivery New England Attn: President, General Counsel 300 Erie Boulevard West Syracuse, NY 13202		Agreement Extension-3.6.1.3 -Letter Extending Agreement through 2010- 3.6.1.4
13.	Distrigas of Massachusetts LLC Mystic Development, LLC	Amended and Restated Firm Gas Sales and Purchase Agreement between Distrigas of Massachusetts LLC and Mystic Development, LLC dated as of December 3, 2007	December 3, 2007	Distrigas of Massachusetts LLC One Liberty Square, 10 th Floor Boston, MA 02109 Attn: VP Sales & Transportation	Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA 02109, Attn: Contract Administrator (Invoices)	Governs the purchase and sale of gas-4.6.1.1.1 and 4.6.1.1.2
14.	Distrigas of Massachusetts LLC Mystic Development, LLC	Gas Facilities Easement Agreement	July 1, 2001	Distrigas of Massachusetts LLC Attn: VP Sales & Transportation One Liberty Square, 10th Floor Boston, MA 02109		Grant of easements to facilitate the transfer of gas- 4.6.1.1.6
15.	Distrigas of Massachusetts LLC Mystic I, LLC	Non-Firm Gas Sales and Purchase Agreement between Distrigas of Massachusetts LLC and Mystic I, LLC	April 11, 2008	Distrigas of Massachusetts LLC, One Liberty Square, 10 th Floor, Boston, MA 02109, Attn: VP Sales and Transportation	For Invoices: Distrigas of Massachusetts LLC One Liberty	Governs the purchase and sale of gas-4.6.1.1.8

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
					Square, 10 th Floor Boston, MA 02109 Attn: Contract Administrator	
16.	SUEZ Energy North America Mystic Development, LLC	Guaranty by SUEZ Energy North America in favor of Mystic Development, LLC	April 23, 2008	SUEZ Energy North America, Inc. Attn: Credit Manager 1990 Post Oak Blvd., Suite 1900 Houston, TX 77056		Parent Guaranty of obligations of Distrigas under the Firm Gas Sales and Purchase agreement between Distrigas and Mystic Development, LLC 4.6.1.1.9
17.	Hugo Neu Steel Products, Inc., Proleride Transport Systems, Inc. Distrigas of Massachusetts LLC Mystic I, LLC (formerly Sithe Mystic LLC) Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Letter Agreement	February 9, 2001	Hugo Neu Steel Products, Inc./ Proleride Transport Systems, Inc. Attn: President or General Counsel Rover Street, P.O. Box 0048 Everett, MA 02149 Distrigas of Massachusetts LLC Attn: President or General Counsel One Liberty Square, 10th Floor Boston, MA 02109		Agreement clarifying certain payment provisions- 4.6.1.2; 1.5.2.36
18.	Hugo Neu Steel Products, Inc. Proleride Transport Systems, Inc.	Agreement	June 30, 1983	Boston Edison Company Attn: President or General Counsel 800 Boylston Street Boston, MA 02199		Agreement re: Wharfing Rights- these rights were later transferred by Hugo Neu to Distrigas

15

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	NSTAR Services Company (formerly Boston Edison Company) Mystic I, LLC			Hugo Neu Steel Products, Inc./ Proleride Transport Systems, Inc. Attn: President or General Counsel Rover Street P.O. Box 0048 Everett, MA 02149 Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		This Agreement was assigned by Sithe Mystic LLC to Mystic I, LLC
19.	Hugo Neu Steel Products, Inc. Proleride Transport Systems, Inc. Distrigas of Massachusetts LLC Mystic I, LLC (formerly Sithe Mystic LLC) Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Consent Agreement	February 9, 2001	Hugo Neu Steel Products, Inc./Proleride Transport Systems, Inc. Rover Street P.O. Box 0048 Everett, MA 02149, Attn: General Manger Hugo Neu Corporation 79 Fifth Avenue NY, NY 10003 Attn: Donald W. Harnaker, President Distrigas of Massachusetts LLC One Liberty Square, Boston,		Consent to the assignment by Sithe Mystic LLC to Sithe Mystic Development LLC and clarifying certain rights and payments to be made-4.6.1.4

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				MA 02109, Attn: President Distrigas of Massachusetts LLC 18 Rover Street Everett, MA 02149		
20.	Distrigas of Massachusetts LLC (the successor by conversion of Distrigas of Massachusetts Corporation) Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Agreement	September 18, 2000	Distrigas of Massachusetts LLC One Liberty Square, 10th Floor Boston, MA 02109 Attn: VP Sales & Transportation		Partial waiver of gas supply contract condition.-1.5.2.38
21.	Distrigas of Massachusetts LLC Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Assignment of Wharfing Rights Agreement	February 9, 2001	Distrigas of Massachusetts LLC One Liberty Square Boston, MA 02109 Attn: President Distrigas of Massachusetts LLC 18 Rover Street Everett, MA 02149		Sithe Mystic Development LLC fulfilling its obligations under a certain gas contract by assigning certain parcel to Distrigas of Massachusetts LLC -4.6.1.5
22.	NSTAR Services Company (formerly Boston Edison Company) Mystic Development LLC	Interconnection Agreement between Mystic Development LLC and Boston Edison Company	Effective March 6, 2001	Boston Edison Company c/o NSTAR Electric & Gas Company One NSTAR Way, NE240 Westwood, MA 02090-9003 Attn: Lead Transmission Asset Management Liaison		Letter attaching non-executed Interconnection Agreement-4.6.2.1; 1.5.2.85
23.	Mitsubishi Heavy Industries America, Inc.	Long term service agreement dated as of November 6, 2000 between Sithe Mystic	November 6, 2000	Mitsubishi Heavy Industries America, Inc. 610 Crescent Executive Court,		Long Term Service Agreement - 4.6.3.1 (same document filed under 1.5.2.45, 1.5.2.44, 4.10.1.10 and

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Development LLC and Mitsubishi Heavy Industries America, Inc. (and related purchase orders)		Suite 220 Lake Mary, FL 32746 Attn: Yoshihiro Shiraiwa		4.10.1.25)
24.	Mitsubishi Heavy Industries America, Inc. Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Amendment Agreement	January 31, 2001	Mitsubishi Heavy Industries America, Inc. 610 Crescent Executive Court, Suite 220 Lake Mary, FL 32746 Attn: Yoshihiro Shiraiwa		First Amendment to Long Term Service Agreement-4.6.3.2
25.	Mitsubishi Power Systems Americas, Inc. Mitsubishi Heavy Industries America, Inc. Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Second Amendment Agreement	May 27, 2009	Mitsubishi Heavy Industries, Ltd. Attn: General Counsel 3-1, Minatomirai 3-Chome Nishi-Ku, Yokohama 220-8401 Japan		Second Amendment to Long Term Service Agreement-4.6.3.3
26.	Mitsubishi Heavy Industries, Ltd. Mystic Development, LLC (formerly Sithe Mystic Development LLC)	Guarantee Agreement between Sithe Mystic Development LLC, as Buyer and Mitsubishi Heavy Industries, Ltd. as Guarantor	November 6, 2000	Mitsubishi Heavy Industries, Ltd. 3-1, Minatomirai 3-Chome, Nishi-Ku, Yokohama 220-8401 Japan Attn: General Counsel		Guarantor guarantees to Buyer the punctual and full performance and payment of each and every obligation of Mitsubishi Heavy Industries, Inc.-4.6.3.4, 1.5.2.45; 1.5.2.44
27.	Mystic Development, LLC Mitsubishi Power Systems, Inc.		June 8, 2010 [Issue Date]	Mitsubishi Power Systems, Inc. 2287 Premier Row Orlando, FL 32809 Attn: Jeff Phelan		Purchase Order MYN-2010-00553 (this document is part of the LTSA-effective November 28, 2009)

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
28.	Mystic Development, LLC Mitsubishi Power Systems, Inc.		June 8, 2010 [Issue Date]	Mitsubishi Power Systems, Inc. 2287 Premier Row Orlando, FL 32809 Attn: Jeff Phelan		Purchase Order MYN-2010-00554 (issued in accordance with the Long Term Service Agreement dated May 25, 2010 between Mystic Development, LLC and Mitsubishi Power Systems, Inc.)
29.	Mystic Development, LLC Mitsubishi Power Systems Americas, Inc.	Long Term Service Agreement dated May 25, 2010 between Mystic Development, LLC and Mitsubishi Power Systems Americas, Inc. (and related purchase orders)	May 25, 2010	Mitsubishi Power Systems Americas, Inc. 2287 Premier Row Orlando, FL 32809 Attn: Mystic LTSA Program Manager, w/ a copy to General Counsel.		Long Term Service Agreement
30.	Distrigas of Massachusetts LLC Suez LNG NA LLC Mystic I, LLC Mystic Development, LLC	Settlement Agreement and General Release	April 18, 2008	Distrigas of Massachusetts LLC Attn: President or General Counsel One Liberty Square Boston, MA 02109 SUEZ Energy North America, Inc. Attn: President or General Counsel 1990 Post Oak Blvd., Suite 1900 Houston, TX 77056		Settlement Agreement relating to the Firm Gas Sales Purchase Agreement (fully executed- all parties signed and dated April 18, 2008)-4.7.1
31.	Town of Weymouth Fore River Development, LLC by assignment (formerly Sithe Fore River Development, LLC)	Tax Increment Financing Agreement by and between Town of Weymouth and Sithe Edgar, LLC	November 22, 1999	Town of Weymouth 75 Middle Street Weymouth, MA 02189 Attn: James F. Clarke, Director of Planning and Community Development		Tax Increment Financing Agreement -5.3.1 (assignment to Sithe Fore River Development – 1.5.2.89)

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
						This Agreement was assigned by Sithe Edgar, LLC to Sithe Fore River Development, LLC per an Assignment and Assumption Agreement dated January 31, 2001
32.	Sequent Energy Management, L.P. Boston Generating, LLC	Fuel Management Agreement dated as of April 1, 2008 by and between Boston Generating, LLC as Owner, and Sequent Energy Management, L.P. as Fuel Manager	April 1, 2008	Sequent Energy Management, L.P. 1200 Smith, Suite 900 Houston, TX 77002 Attn: Contract Administrator	Sequent Energy Management, L.P., 1200 Smith, Suite 900 Houston, TX 77002 Attn: Contract Administrator	Fuel Management Agreement-5.6.1.6.1
33.	Sequent Energy Management, L.P. Boston Generating, LLC	Base Contract for Sale and Purchase of Natural Gas	March 1, 2008	Sequent Energy Management, L.P. 1200 Smith, Suite 900 Houston, TX 77002 Attn: Contract Administrator	Sequent Energy Management, L.P., 1200 Smith, Suite 900 Houston, TX 77002 Attn: Gas Accounting	Contract for the sale and purchase of gas -5.6.1.6.4
34.	Sequent Energy Management, L.P. Boston Generating, LLC	Transaction Confirmation for Natural Gas (Mystic 7)	[date not provided- contract expires March 31, 2011]	Sequent Energy Management, L.P. 1200 Smith, Suite 900 Houston, TX 77002 Attn: President or General Counsel	Sequent Energy Management, L.P., 1200 Smith, Suite 900 Houston, TX 77002 Attn: Gas Accounting	Transaction confirmation for natural gas 5.6.1.6.2
35.	Sequent Energy	Transaction Confirmation for	[date not provided-	Sequent Energy Management, L.P.	Sequent Energy Management, L.P.,	Transaction confirmation for

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Management, L.P. Boston Generating, LLC	Natural Gas (Fore River)	contract expires March 31, 2011]	1200 Smith, Suite 900 Houston, TX 77002 Attn: President or General Counsel	1200 Smith, Suite 900 Houston, TX 77002 Attn: Gas Accounting	natural gas 5.6.1.6.3
36.	NSTAR Services Company (formerly Boston Edison Company) Fore River Development, LLC (formerly Sithe Fore River Development LLC)	Interconnection Agreement between Sithe Fore River Development LLC and Boston Edison Company	October 23, 2000	Boston Edison Company, c/o NSTAR Services Company 800 Boylston Street, P-1603 Boston, MA 02199 Attn: Lead Transmission Asset Management Liaison		Interconnection Agreement-5.6.2.1; 1.5.2.48
37.	Mitsubishi Heavy Industries America, Inc. Fore River Development, LLC (formerly Sithe Fore River Development LLC)	Long Term Service Agreement dated as of December 8, 2000 between Sithe Fore River Development LLC and Mitsubishi Heavy Industries America, Inc. (and related purchase orders)	December 8, 2000	Mitsubishi Heavy Industries America, Inc. 610 Crescent Executive Court, Suite 220 Lake Mary, FL 32756 Attn: Yoshihiro Shiraiwa		Long Term Service Agreement-5.6.3.4; 1.5.2.67
38.	Mitsubishi Heavy Industries America, Inc. Fore River Development, LLC (formerly Sithe Fore River Development LLC)	Guarantee Agreement between Sithe Fore River Development LLC, as Buyer and Mitsubishi Heavy Industries Ltd., as Guarantor dated as of December 8, 2000	December 8, 2000	Mitsubishi Heavy Industries, Ltd. 31, Minatomirai 3 Chome, Nishu Ku, Yokohama, 220 8401 Japan Attn: General Counsel		Relating to the supply of parts and services -5.6.3.5; 1.5.2.68
39.	Integrated IT Solutions, Inc. Boston Generating, LLC	Service Provider Agreement	January 1, 2010 through December 31,	159 Overland Road, 3 rd Floor, Waltham, MA 02451 Attn: President or General		IT service agreement-7.4.4.9

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
			2010	Counsel		
40.	Boston Generating LLC Clean Harbors Environmental Services Inc.	Master Service Agreement No. 2009-MSA-0002 by and between Boston Generating LLC and Clean Harbors Environmental Services Inc. as Contractor dated as of August 25, 2009	August 25, 2009	Clean Harbors Environmental Services, Inc. 609 Pleasant Street Weymouth, MA 02189		Master Service Agreement - 2.6.4.11
41.	O' Connor Corporation Boston Generating, LLC	Master Services Agreement No.2010-MSA-0005 by and among Boston Generating, LLC and O'Connor Corporation as Contractor dated as of February 12, 2010	February 12, 2010	O'Connor Corporation 45 Industrial Drive Canton, MA 02021 Attn: President or General Counsel		Letter attaching the Master Service Agreement – 2.6.4.13
42.	Fore River Development, LLC Dekomte de Temple, LLC	Master Services Agreement No. 2009-FR-LTSA-0001 by and between Fore River Development, LLC and Dekomte de Temple, LLC as Contractor dated as of July 1, 2009	July 1, 2009	Dekomte, LLC 1556 Golf Course Road Newport, TN 37821 Attn: President or General Counsel		Master Services Agreement – 2.6.4.7
43.	Boston Generating, LLC New England Controls, Inc.	Services Agreement No. 2009-MSA-0004 by and between Boston Generating, LLC and New England Controls, Inc. as Contractor dated as of September 10, 2009	September 10, 2009	New England Controls, Inc. 9 Oxford Road Mansfield, MA 02048 Attn: President or General Counsel		Services Agreement – 2.6.4.12
44.	Boston Generating, LLC	Master Services Agreement No. 2009-MSA-0005 by and between	September 21,	American Electrical Testing Co., Inc.		Master Services Agreement –

22

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	American Electrical Testing Co., Inc.	Boston Generating, LLC and American Electrical Testing Co., Inc. as Contractor dated as of September 21, 2009	2009	480 Neponset Street, Building 3 P.O. Box 267 Canton, MA 02021 Attn: President or General Counsel		2.6.4.2
45.	Boston Generating, LLC Bearing Distributors, Incorporated (BDI)	Boston Generating, LLC Master Purchase Agreement No. 2009-MSA-0006 Lead Sheet	October 1, 2009	Bearing Distributors, Incorporated (BDI) 8000 Hub Parkway Cleveland, Ohio 44125 Attn: President or General Counsel		Master Purchase Agreement Lead Sheet attaching Letter re: description of goods and volume and the MPA and Purchase Order terms and conditions – 2.6.4.1
46.	Siemens Water Technologies Corp. Fore River Development, LLC	Siemens Mobile Di Service Agreement Proposal No. 291646	March 23, 2010	Siemens Water Technologies Corp. Attn: President or General Counsel 181 Thorn Hill Road Warrendale, PA 15086		Mobile Di Service Agreement - 2.6.4.17
47.	Boston Generating, LLC Carrier Corporation	Master Services Agreement No. 2010-MSA-0003 by and between Boston Generating, LLC and Carrier Corporation as Contractor dated as of February 10, 2010	February 10, 2010	Carrier Corporation 780 Dedham Street- Suite 100 Canton, MA 02021 Attn: President or General Counsel		Master Services Agreement – 2.6.4.3
48.	Boston Generating, LLC Keystone Construction & Maintenance Services, Inc.			Keystone Construction & Management Services, Inc. 62 Forest Ridge Drive Rowley, MA 01969		Signature page to Agreement No. 2010-MSA-0006 – 2.6.4.10
49.	Fore River Development, LLC Rockwell Automation, Inc.	Fore River Development, LLC Master Purchase Agreement, No. 2010-0001-GC Lead Sheet	January 1, 2010	Rockwell Automation, Inc. 100 Nickerson Road Marlborough, MA 01752 Attn: President or General		Master Purchase Agreement - 2.6.4.8

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				Counsel		
50.	Boston Generating, LLC Sempra Energy Trading LLC	Confirmation	December 11, 2007	Sempra Energy Trading LLC Attn: President or General Counsel 58 Commerce Road Stamford, CT 06902		Confirmation re: Financially- Settled Heat Rate Option — 2.6.4.80
51.	Boston Generating, LLC Sempra Energy Trading LLC	ISDA Master Agreement	December 11, 2007	Sempra Energy Trading LLC Attn: President or General Counsel 58 Commerce Road Stamford, CT 06902		ISDA Master Agreement — 2.6.4.83
52.	Boston Generating, LLC Sempra Energy Trading LLC	Schedule to ISDA Master Agreement dated as of December 11, 2007 between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007	Sempra Energy Trading LLC 58 Commerce Road Stamford, CT 06902 Attn: Jean –Paul St. Germain		Schedule to ISDA Master Agreement
53.	Boston Generating, LLC Sempra Energy Trading LLC	ISDA Credit Support Annex to the Schedule to the ISDA Master Agreement dated as of December 11, 2007 between Sempra Energy Trading LLC and Boston Generating, LLC	December 11, 2007	Sempra Energy Trading LLC Attn: President or General Counsel 58 Commerce Road Stamford, CT 06902		2.6.4.82
54.	Boston Generating, LLC Sempra Energy Trading LLC			Sempra Energy Trading LLC Attn: President or General Counsel 58 Commerce Road Stamford, CT 06902	Address for transfers: Sempra Energy Trading LLC 58 Commerce Road, Stamford,	Credit Support Annex (paragraph 13- Elections and Variables) -- 2.6.4.82

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
					CT 06902	
55.	Boston Generating, LLC Sempra Energy Trading LLC The Royal Bank of Scotland	Novation Agreement	December 11, 2007	The Royal Bank of Scotland plc, c/o RBS Global Banking & Markets 135 Bishopsgate London EC2M 3UR Attn: Head of Group Legal, Global Banking & Markets		
56.	Boston Generating, LLC Sempra Energy	Guaranty	November 27, 2007	Sempra Energy 101 Ash Street San Diego, CA 92101 Attn: Chief Financial Officer		Guaranty- to induce Boston Generating LLC to enter into ISDA Master Agreement dated December 11, 2007 – 2.6.4.86
57.	Sempra Energy Trading LLC Boston Generating, LLC	Guarantee Amendment	December 18, 2008	Sempra Energy Trading LLC Attn: President or General Counsel 58 Commerce Road Stamford, CT 06902		Guarantee Amendment
58.	Sempra Energy Trading LLC Boston Generating, LLC	Guarantee Amendment	January 2, 2009	Sempra Energy Trading LLC Attn: President or General Counsel 58 Commerce Road Stamford, CT 06902		Guarantee Amendment
59.	Boston Generating, LLC Credit Suisse Energy LLC	Confirmation Amendment	August 19, 2007	Credit Suisse Energy LLC Attn: President or General Counsel 11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz Attn: Scott K. Charles		Confirmation Amendment- Amendment to Transactions Executed on December 20, 2006 and January 29, 2007 for Reference Hedge: NEMA Hedge A -2.6.2.7 & 2.6.4.50

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				51 West 52nd Street New York, NY 10019		
60.	Credit Suisse Energy LLC Boston Generating, LLC	Letter Agreement Consenting to Reduction of Party B LC Amount and Amending ISDA Master Agreement	March 27, 2008	Credit Suisse Energy LLC Attn: President or General Counsel 11 Madison Avenue New York, NY 10010		Letter Agreement- 2.6.4.47
61.	Credit Suisse Energy LLC Boston Generating, LLC	Schedule to the 1992 ISDA Master Agreement	November 20, 2006	Credit Suisse Energy LLC Attn: Head of Credit Risk Management; Head of OTC Operations-Operations Department; Head of Documentation Group- Securities Division; Legal and Compliance Department 11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		
62.	Credit Suisse Energy LLC Boston Generating, LLC	Amended and Restated Schedule to the 1992 ISDA Master Agreement dated as of December 20, 2006 between Credit Suisse Energy LLC and Boston Generating, LLC	December 20, 2006	Credit Suisse Energy LLC 11 Madison Avenue New York, NY 10010 Attn: President or General Counsel		Amended and Restated Schedule to the 1992 ISDA Master Agreement- 2.6.4.44
63.	Boston Generating, LLC	Confirmation Amendment	October 1, 2007	Credit Suisse Energy LLC Attn: President or General		Confirmation Amendment- Amendment to Transactions

26

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Credit Suisse Energy LLC			Counsel 11 Madison Avenue New York, NY 10010 Wachtell Lipton Rosen & Katz Attn: Scott K. Charles 51 West 52nd Street New York, NY 10019		Executed on December 20, 2006 and January 29, 2007 for Reference Hedge: NEMA Hedge A - -- 2.6.2.10 & 2.6.4.49
64.	Boston Generating, LLC ABB Service (also called the ABB Group- this company is headquartered in Switzerland)	Assured Performance Agreement	December 28, 2009 (Proposal Date)	ABB Service North America Customer Service Center 29801 Euclid Avenue 3L7 Wickliffe, Ohio 44092 Attn: President or General Counsel Proposal Acceptances are sent to: Ms. Connie Campbell, Business Administrator, ABB Inc. 29801 Euclid Avenue Wickliffe, OH 44092		ABB Assured Performance Agreement – 2.6.4.18
65.	Boston Generating, LLC Mystic I, LLC AECOM, Inc.		January 12, 2010 (signed confirmation to enter into agreement)	AECOM, Inc., D/B/A AECOM Environment 2 Technology Park Dr. Westford, MA 01886		Letter accompanying a purchase order – 2.6.4.22
66.	Boston Generating, LLC Boston Line & Service Co.,		January 5, 2010	Boston Line & Service Co., Inc. Attn: President or General Counsel #1 Black Falcon Avenue		Purchase Order – 2.6.4.18 - 2.6.4.23

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Inc.			Boston, MA 02210		
67.	Boston Generating, LLC Mystic Development, LLC Emerson Process Management/ New England Controls Inc.		December 18, 2008	Emerson Process Management/New England Controls, Inc. 9 Oxford Road P.O. Box 446 Mansfield, MA 02048 Attn: President or General Counsel		Letter Agreement – 2.6.4.24
68.	Boston Generating, LLC Chalmers and Kubeck North	Master Services Agreement No. 2009-MSA-0007	December 8, 2009	Chalmers & Kubeck North 24-34 Elise Street Westfield, MA 01085 Attn: President or General Counsel		Agreement for valve testing services 2.6.4.4
69.	Boston Generating LLC (c/o US Power Generating Company) H.Q. Energy Services (U.S.) Inc.	Letter Agreement Letter of Understanding regarding the Terms of Composite Offer	June 9, 2009	H.Q. Energy Services (U.S.) Inc. Attn: President or General Counsel 75 Rene-Levesque Boulevard West, 18th Floor Montreal (Quebec) H2Z 1A4		Agreement for lead abatement services 2.6.4.21
70.	Boston Generating, LLC M.L. Ball Company	Master Purchase Agreement	March 22, 2010 [Proposal Date]/ May 21, 2010 [Date Signed by Boston Generating, LLC]	M.L. Ball Company Northeast Region Office Attn: President or General Counsel 12833 McCarthy Circle Philadelphia, PA 19154		Agreement for water treatment services 2.6.4.16
71.	Mystic Development, LLC Andinite Andrews International	Security Services Proposal Mystic and Fore River Plants	January 21, 2010	Andrews International Attn: President or General Counsel 27959 Smyth Drive Valencia, CA 91355		Agreement for Security Staff Services

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
72.	Mystic I, LLC Andinite Andrews International	Purchase Order	March 23, 2010	Andrews International Attn: President or General Counsel 210 Commercial Street, 5th Floor Boston, MA 02109		Purchase order for Security Staff
73.	Exele Boston Generating, LLC	Exele Product SSA (Software Support Agreement) Renewal Policy September 2009	September 1, 2009	Exele Attn: President or General Counsel 445 West Commercial Street East Rochester, NY 14445		Software Support Agreement- 2.13.6.16.2
74.	MatrikonOPC Boston Generating, LLC	Support Renewal	February 5, 2010	MatrikonOPC/Matrikon Inc. Suite #1800 10405 Jasper Avenue Edmonton, Alberta T5J 3N4 Attn: President or General Counsel		Support Renewal- 2.13.6.16.8
75.	Open Systems International Boston Generating, LLC		July 20, 2009	Open Systems International 3600 Holly Lane- Suite 40, Minneapolis, MN 55447-1286 Attn: President or General Counsel		Purchase Order Number: BGS- 2009-00123- 2.13.6.16.9
76.	OSISoft, LLC Boston Generating, LLC	Proposal 4100011867	November 9, 2009	OSISoft, Inc. 777 Davis Street San Leandro, CA 94577 USA Attn: President or General Counsel		Proposal- 2.13.6.16.10

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
77.	Symantec Boston Generating, LLC	Support	April 9, 2010	Symantec Attn: President or General Counsel 350 Ellis Street Mountain View, CA 94043		Symantec Agreement- 2.13.6.16.12
78.	Symantec Boston Generating, LLC	Express	February 19, 2010	Symantec Attn: President or General Counsel 350 Ellis Street Mountain View, CA 94043		Symantec Agreement- 2.13.6.16.13
79.	Utility Workers Union of America, A.F.L.-C.I.O. and Local No. 369, U.W.U.A., A.F.L.-C.I.O. BG Boston Services, LLC	Agreement between BG Boston Services, LLC and Utility Workers Union of America A.F.L.-C.I.O. and Local No. 369, U.W.U.A., A.F.L.- C.I.O. Mystic Station 8 & 9 and Fore River Station (CBA)	February 28, 2007	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184		CBA -6.4.2.2
80.	Utility Workers Union of America, A.F.L.-C.I.O. and Local No. 369, U.W.U.A., A.F.L.-C.I.O. BG New England Power Services, Inc.	Agreement between BG New England Power Services, Inc. and Utility Workers Union of Americas, A.F.L.- C.I.O. and Local No. 369, U.W.U.A., A.F.L.- C.I.O. Mystic 7 (CBA)	September 30, 2010	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184		CBA- 7.4.2.2
81.	NSTAR Services Company (formerly Boston Edison Company) Mystic Development, LLC (formerly Sithe Mystic		January 31, 2001	Boston Edison Company c/o NSTAR Services Company Attn: President or General Counsel 800 Boylston Street, P-1603 Boston, MA 02199		Letter Agreement- 4.6.2.2 (relating to Interconnection Agreement- 1.5.2.85)

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Development LLC)			Boston Edison Company c/o NSTAR Electric & Gas Company Attn: Lead Transmission Asset Management Liaison One NSTAR Way, NE240 Westwood, MA 02090-9003		
82.	AGL Resources Inc. Boston Generating, LLC	Guaranty Agreement	March 28, 2008	AGL Resources Inc. Ten Peachtree Place Atlanta, GA 30309 Attn: Chief Financial Officer		Guaranty Agreement- 5.6.1.6.5
83.	Algonquin Gas Transmission, LLC Fore River Development, LLC	Operational Balancing Agreement between Algonquin Gas Transmission, LLC and Fore River Development, LLC	September 1, 2004	AGT P.O. Box 1642 Houston, Texas 77251-1642 Attn: Capacity Scheduling		Operational Balancing Agreement- 5.6.1.7
84.	BG New England Power Services, Inc. BG Boston Services, LLC U.S. Bank National Association	Certificate of Amendment Amending the BG New England Union Employees Pension Plan- Action by BG New England Power Services, Inc.	November 26, 2008	U.S. Bank National Association Attn: Claire Young One Federal Street, 3rd Floor Boston, MA 02110		Pension Plan Amendment -7.4.1.2.1
85.	Howard Wolf EBG Holdings LLC		April 1, 2010	Howard Wolf 505 Fifth Avenue, 21st Floor New York, NY 10017		Letter Agreement- Independent Manager of EBG Holdings LLC
86.	Paul Hamilton		November 23,	Attn: Paul Hamilton 505 Fifth Avenue, 21st Floor		Severance Letter- 7.4.1.5.4.1

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
			2008	New York, NY 10017		
87.	Ray Ivers		December 2, 2008	Attn: Ray Ivers 505 Fifth Avenue, 21st Floor New York, NY 10017		Severance Letter- 7.4.1.5.4.2
88.	Donna Maguire		December 2, 2008	Attn: Donna Maguire 505 Fifth Avenue, 21st Floor New York, NY 10017		Severance Letter- 7.4.1.5.4.3
89.	Arthur May		December 2, 2008	Attn: Arthur May 505 Fifth Avenue, 21st Floor New York, NY 10017		Severance Letter- 7.4.1.5.4.4
90.	George Wilson		December 2, 2008	Attn: George Wilson 505 Fifth Avenue, 21st Floor New York, NY 10017		Severance Letter- 7.4.1.5.4.5
91.	Sequent Energy Management, L.P. Boston Generating, LLC	Transaction Confirmation for Natural Gas (Mystic 7 Facility)	[date not provided- contract expires March 31, 2011]	Sequent Energy Management, LP. Attn: President or General Counsel 1200 Smith Street, Suite 900 Houston, TX 77002		BG-Sequent Gas Confirm- Mystic 7 (Signed Execution Copy)- 5.6.1.6.2
92.	Sequent Energy Management, L.P. Boston Generating, LLC	Transaction Confirmation for Natural Gas (Fore River Facility)	[date not provided- contract expires March 31, 2011]	Sequent Energy Management, LP. Attn: President or General Counsel 1200 Smith Street, Suite 900 Houston, TX 77002		BG-Sequent Gas Confirm- Fore River (Signed Execution Copy)- 5.6.1.6.3
93.	Credit Suisse Energy LLC Boston Generating, LLC	Letter Agreement Consenting to Reduction of Party B LC Amount and Amending ISDA Master Agreement	March 27, 2008	Credit Suisse Energy LLC 11 Madison Avenue New York, NY 10010 Attn: President or General Counsel		Letter Agreement- 2.6.4.47

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
94.	Boston Generating, LLC Employees of Boston Generating, LLC and its subsidiaries	2010 Incentive Program Roll Out	March 31, 2010	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Employees of Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		2010 Incentive Program Roll Out - 7.4.3.4
95.	SideBand Systems Incorporated Boston Generating LLC	Maintenance and Service Agreement	Not dated (term is 8/1/10- 7/31/11)	SideBand Systems Incorporated 30 Rantoul Street Beverly, MA 01915		Maintenance and Service Agreement- 2.6.4.69
96.	Feeley & Driscoll, P.C. BG New England Power Services, Inc.		May 19, 2010 (date of letter)	Attn: President or General Counsel 200 Portland Street Boston, MA 02114-1709 Attn: President or General Counsel 154 Broad Street Nashua, NH 03061-3158		Letter attaching an accounting services engagement letter (Employment Medical Savings Account Plan for Union Employees)- 2.6.4.59
97.	Feeley & Driscoll, P.C. BG New England Power		May 19, 2010 (date of letter)	Attn: President or General Counsel 200 Portland Street		Letter attaching an accounting services engagement letter (Union Employees Pension Plan)- 2.6.4.58

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Services, Inc.			Boston, MA 02114-1709 Attn: President or General Counsel 154 Broad Street Nashua, NH 03061-3158		
98.	Fidelity Management Trust Company BG New England Power Services, Inc.	Fidelity Investments Retirement Plan Service Agreement	October 28, 2009	Fidelity Management Trust Company, as Trustee Attn: President or General Counsel 82 Devonshire Street Boston, MA 02109		Fidelity Investments Retirement Plan Service Agreement (Union Retirement 401(K) Plan) dated October 28, 2009- 2.6.4.60
99.	Fidelity Management Trust Company BG Boston Services, LLC	Fidelity Investments Retirement Plan Service Agreement	October 26, 2009	Fidelity Management Trust Company, as Trustee Attn: President or General Counsel 82 Devonshire Street Boston, MA 02109		Fidelity Investments Retirement Plan Service Agreement (Union Retirement 401(K) Plan) dated October 26, 2009- 2.6.4.61
100.	Mott MacDonald, LLC Mystic Development, LLC		May 13, 2010	Mott MacDonald, LLC 400 Blue Hill Drive- Suite 190 Westwood, MA 02090 Attn: Val Madden		Purchase Order Agreement (Ventilation Upgrade Engineering for Mystic 8&9)- 2.6.4.67
101.	Schindler Elevator Company Fore River Development, LLC	Purchase Order	May 5, 2010	Schindler Elevator Company P.O. Box 93050 Chicago, IL 60673 Attn: President or General Counsel Schindler Elevator Corporation		Purchase Order Agreement- 2.6.4.68

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				23 Walpole Park South Drive Walpole, MA 02081-2531 Attn: President or General Counsel		
102.	Atlantic Elevator Service Fore River Development, LLC	Purchase Order	March 10, 2010	Atlantic Elevator Service Avon Industrial Park 180 Bodwell Street Avon, MA 02322 Attn: President or General Counsel		Purchase Order Agreement (maintenance agreements)- 2.6.4.57
103.	J.F. White Contracting Company Fore River Development, LLC	Services Agreement	August 4, 2009	J.F. White Contracting Company 10 Burr Street Framingham, MA 01701-9020 Attn: President or General Counsel		Services Agreement- 2.6.4.62
104.	J.F. White Contracting Company Fore River Development, LLC	Contract Amendment- Amendment No.1	November 3, 2009	J.F. White Contracting Company 10 Burr Street Framingham, MA 01701-9020 Attn: President or General Counsel		Services Agreement Amendment- 2.6.4.63
105.	J.F. White Contracting Company Fore River Development, LLC	Contract Amendment- Amendment No.2	November 3, 2009	J.F. White Contracting Company 10 Burr Street Framingham, MA 01701-9020 Attn: President or General Counsel		Services Agreement Amendment- 2.6.4.64
106.	J.F. White Contracting Company Fore River Development, LLC	Contract Amendment- Amendment No.3	March 29, 2010	J.F. White Contracting Company 10 Burr Street Framingham, MA 01701-9020 Attn: President or General Counsel		Services Agreement Amendment- 2.6.4.65

35

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
107.	J.F. White Contracting Company Fore River Development, LLC	Contract Amendment- Amendment No.4	June 28, 2010	J.F. White Contracting Company 10 Burr Street Framingham, MA 01701-9020 Attn: President or General Counsel		Services Agreement Amendment- 2.6.4.66
108.	Fidelity Management Trust Company BG New England Power Services, Inc.	Fidelity Investments Retirement Plan Service Agreement	May 4, 2009	Fidelity Management Trust Company, as Trustee Attn: President or General Counsel 82 Devonshire Street Boston, MA 02109		Fidelity Investments Retirement Plan Service Agreement (BG New England Power Services, Inc 401(k) Plan) dated May 4, 2009
109.	OSIsoft, LLC Boston Generating, LLC	Proposal	January 24, 2010	OSIsoft, LLC 777 Davis Street, Suite 250 San Leandro, CA 94577 Attn: Order Processing		Proposal
110.	IT ImageTech Boston Generating, LLC	Network Agreement		IT ImageTech 70 Shawmut Road Canton, MA 02021 Attn: President or General Counsel		Network Agreement
111.	Dictronics Boston Generating, LLC	Call Recording Systems Customer Service and Support Agreement	June 18, 2010	Dictronics 110 Gould Street, P.O. Box 920403 Needham, MA 02492-0921 Attn: President or General Counsel		Call Recording Systems Customer Service and Support Agreement
112.	Invensys System, Inc. Fore River Development, LLC	Service Agreement for Boston Generating Fore River Station	December 11, 2009	Invensys System, Inc. 33 Commercial Street Foxboro, MA 02035 Attn: President or General Counsel		Service Agreement

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
113.	GE Management Services, Inc. Boston Generating, LLC	CEMS Maintenance Service Proposal: Q33721126	January 20, 2010	GE Management Services, Inc. 2849 Sterling Drive Hatfield, PA 19940 Attn: President or General Counsel		CEMS Maintenance Service Proposal
114.	GE Management Services, Inc. Boston Generating, LLC	DAHS Software Support Proposal: Q34291362	January 13, 2010	GE Management Services, Inc. 2849 Sterling Drive Hatfield, PA 19940 Attn: President or General Counsel		DAHS Software Support Proposal
115.	Mass Hauling & Disposal Boston Generating, LLC	Disposal & Recycling Services	December 30, 2009	Mass Hauling & Disposal 200 Libbey Industrial Parkway East Weymouth, MA 02189 Attn: President or General Counsel		Disposal & Recycling Services Proposal [This proposal is the underlying agreement]
116.	Atlas Copco Fore River Development, LLC	Preventative Maintenance Plan	January 18, 2010	Atlas Copco Attn: President or General Counsel P.O. Box, 91730 Chicago, IL 60693		Preventative Maintenance Plan Service Agreement
117.	Sciencetech/PMAX Boston Generating, LLC	PMAX Annual Maintenance Support Subscription Service	January 6, 2010	Sciencetech Attn: President or General Counsel 200 S. Woodruff Idaho Falls, ID 83401		PMAX Annual Maintenance Support Subscription Service
118.	Rockwell Automation, Inc.	Fore River Development, LLC Master Purchase Agreement, No.	January 1, 2010	Rockwell Automation, Inc. 100 Nickerson Road Marlborough, MA 01752		MYD Master Purchase Agreement

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Mystic Development, LLC	2010-0001-GC Lead Sheet		Attn: President or General Counsel		
119.	Shared Technologies Inc. Boston Generating, LLC	Master Purchase and Maintenance Agreement	June 27, 2004	Shared Technologies Inc. 1405 South Beltline Road, Suite 100 Coppell, TX 75019 Attn: President or General Counsel		Master Purchase and Maintenance Agreement (governs the two maintenance orders and the partnership order that we received)
120.	EMC Corporation Boston Generating, LLC	EMC Corporation End-User License and Maintenance Agreement		EMC Corporation 2831 Mission College Boulevard Santa Clara, CA 95052-8199 Attn: President or General Counsel (taken from EMC Quote documents dated 7/7/09 and 5/5/10)		End-User License and Maintenance Agreement (governs all other related contracts)
121.	Boston Generating, LLC Employees of Boston Generating, LLC and its subsidiaries	2010 Incentive Program	March 26, 2010	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Attn: Employees of Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		2010 Incentive Program -2.6.4.70
122.	Towers Perrin BG New England Power		August 24, 2005 (contains automatic	Towers Perrin 200 West Madison Street Suite 3100		Engagement of Towers Perrin for Consulting Services

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Services, Inc.		renewal provision)	Chicago, IL 60608 Attn: President or General Counsel		
123.	Credit Suisse (USA) Boston Generating LLC	Credit Suisse USA Guaranty	April 4, 2005	Credit Suisse, Cayman Islands Branch 11 Madison Avenue New York, NY 10010 Attn: Christopher Day		Guaranty
124.	Andinite Andrews International Fore River Development, LLC	Purchase Orders	January 29, 2010	Andrews International 210 Commercial Street, 5 th Floor Boston, MA 02109 Attn: President or General Counsel		Andrews International Purchase Order for Fore River Development (purchase order is evidence of the acceptance of the proposal)
125.	Bob Senier, Business Agent, Local 369, Utility Workers of America, AFL-CIO BG New England Power Services, Inc.	Letter Agreement	November 7, 2008	Bob Senier, Business Agent Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr. Braintree, MA 02184		Letter re: Pension Plan- 7.4.2.3.1
126.	Local 369, Utility Workers Union of America BG New England Power Services, Inc.	Memorandum of Agreement	Signed December 2, 2008	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree, MA 02184 Attn: President or General Counsel		Memorandum of Agreement
127.	Robert Senier, Business Agent, Utility Workers Union of America , Local 369 BG New England Power	Letter Agreement	Dated June 24, 2009, Signed July 9, 2009	Mr. Robert Senier Business Agent Utility Workers Union of America Local 369 120 Bay State Drive		Letter Agreement

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Services, Inc.			Braintree, MA 02184		
128.	Local 369, Utility Workers of America, AFL-CIO BG Boston Services, LLC	Memorandum of Agreement	Signed October 22, 2009	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree, MA 02184 Attn: President or General Counsel		Memorandum of Agreement- 7.4.2.3.4
129.	Local 369, Utility Workers of America, AFL-CIO Utility Workers Union of America, AFL-CIO BG New England Power Services, Inc.	Memorandum of Agreement	Signed August 15, 2006	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree, MA 02184 Attn: President or General Counsel		Memorandum of Agreement- 7.4.2.3.5
130.	Local 369, Utility Workers of America BG New England Power Services, Inc.	Agreement and Release	Signed February 16, 2007	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree, MA 02184 Attn: President or General Counsel		Agreement and Release re: Kevin Dane - 7.4.2.3.7
131.	Robert E. Senier, Local 369, UWUA BG New England Power Services, Inc.	Memorandum of Agreement	Not dated	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree, MA 02184 Attn: President or General Counsel		Memorandum of Agreement- 7.4.2.3.9
132.	Local 369, Utility Workers of America, AFL-CIO BG New England Power	Letter Agreement	Dated April 22, 2008, Signed April 30, 2008	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree, MA 02184		Letter re: Carol Pepper- 7.4.2.3.10

40

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Services, Inc.			Attn: President or General Counsel		
133.	Robert Senier, Business Agent, Local 369, Utility Workers of America BG New England Power Services, Inc.	Letter Agreement	July 7, 2009	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree MA 02184 Attn: President or General Counsel		Letter-7.4.2.3.12
134.	Local 369, Utility Workers of America, AFL-CIO BG New England Power Services, Inc.	Memorandum of Agreement	Signed December 19, 2007	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree, MA 02184 Attn: President or General Counsel		Memorandum of Agreement re: Thomas Sackos - 7.4.2.3.13
135.	Local 369, Utility Workers Union of America BG New England Power Services, Inc.	Memorandum of Agreement	Signed April 10, 2008	Local 369, Utility Workers of America, AFL-CIO 120 Bay State Dr Braintree, MA 02184 Attn: President or General Counsel		Memorandum of Agreement re: Stephen Spillane - 7.4.2.3.14
136.	Town of Weymouth, Massachusetts Fore River Development, LLC (formerly Sithe Edgar Development LLC)	The Fore River Host Community Agreement	July 27, 1999	The Town of Weymouth, Massachusetts Attn: Jim Clarke Director of Planning and Development 75 Middle Street Weymouth, MA 02189		Agreement relating to the construction and operation of a plant
137.	Eastern Vision Service Plan, Inc. Boston Generating, LLC	Group Vision Care Policy with Eastern Vision Service Plan, Inc.	N/A	Eastern Vision Service Plan, Inc. Attn: President or General Counsel 3333 Quality Drive		Group Vision Care Policy with Eastern Vision Service Plan, Inc.

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				Rancho Cordova, CA 95670 Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184		
138.	Employees of Boston Generating, LLC and its subsidiaries Boston Generating, LLC		N/A	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Attn: Employees Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		Adoption Assistance Program (salaried employees only)
139.	Employees of Boston Generating, LLC and its subsidiaries BG New England Power Services, Inc.	BG New England Union Short Term Disability Policy	N/A	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Attn: Employees Boston Generating, LLC The Schrafft Center		BG New England Union Short Term Disability Policy (BG New England Power Services, Inc. union employees only)

42

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				529 Main Street, Suite 605 Charlestown MA 02129		
140.	Employees of Boston Generating, LLC and its subsidiaries BG Boston Services, LLC	BG Boston Services LLC Union Short Term Disability Policy	N/A	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Attn: Employees Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		BG Boston Services LLC Union Short Term Disability Policy (BG Boston Services LLC union employees only)
141.	Employees of Boston Generating, LLC and its subsidiaries BG New England Power Services, Inc.	BG New England Union Short Term Disability Policy	N/A	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Attn: Employees Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		BG New England Power Services, Inc. Short Term Disability Policy (salaried employees only)
142.	Employees of Boston Generating, LLC and its subsidiaries	Educational Assistance Program	N/A	Local 369 Utility Workers of America, AFL-CIO		Educational Assistance Program (salaried employees only)

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
	Boston Generating, LLC			Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Attn: Employees Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		
143.	Employees of Boston Generating, LLC and its subsidiaries Boston Generating, LLC	Employee Assistance Program	N/A	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Attn: Employees Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		Employee Assistance Program
144.	BG Boston Services, LLC BG New England Power Services, Inc. Local 369 of Utility Workers Union of America, AFL-CIO	BG New England Post-Employment Medical Savings Account Plan For Union Employees	September 1, 2004 As amended and Restated Effective April 1, 2006	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184		Medical Plan for retired employees of BG-NEPS

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
145.	Boston Generating, LLC Prudential Insurance Company of America	BG New England Power Services, Inc. All Management Employee Long Term Disability Coverage	November 1, 2005	The Prudential Insurance Company of America Attn: President or General Counsel 751 Broad Street Newark, NJ 07102		
146.	Boston Generating, LLC Prudential Insurance Company of America	BG New England Power Services, Inc. Union Group Mystic 7 Long Term Disability Coverage	November 1, 2005	The Prudential Insurance Company of America Attn: President or General Counsel 751 Broad Street Newark, NJ 07102		
147.	Boston Generating, LLC Prudential Insurance Company of America	BG Boston Services LLC Union Group Mystic 8/9 and Fore River Long Term Disability Coverage	November 1, 2005	The Prudential Insurance Company of America Attn: President or General Counsel 751 Broad Street Newark, NJ 07102		
148.	Fidelity Management Trust Company as Trustee BG Boston Services, LLC	Volume Submitter, Defined Contribution Plan (Profit Sharing/ 401(K) Plan)	July 15, 2009	Fidelity Management Trust Company, as Trustee Attn: President or General Counsel 82 Devonshire Street Boston, MA 02109		BG Boston Services LLC Union Retirement 401(k) Plan
149.	Fidelity Management Trust Company as Trustee BG New England Services, Inc.	Volume Submitter, Defined Contribution Plan (Profit Sharing/401(k) Plan)	December 4, 2009	Fidelity Management Trust Company, as Trustee Attn: President or General Counsel 82 Devonshire Street Boston, MA 02109		BG New England Power Services, Inc. Union Retirement 401(k) Plan

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
150.	Fidelity Management Trust Company as Trustee BG New England Services, Inc.	Volume Submitter Defined Contribution Plan (Profit Sharing/401(k) Plan)	June 30, 2009	Fidelity Management Trust Company, as Trustee Attn: President or General Counsel 82 Devonshire Street Boston, MA 02109		BG New England Power Services, Inc. Union Retirement 401(k) Plan (401k Plan for employees who have worked for 3 months)
151.	U.S. Bank National Association BG Boston Services, LLC BG New England Power Services, Inc.	BG New England Union Employees Pension Plan A and Plan B	Effective August 19, 2005 Amended November 26, 2008	U.S. Bank National Association Attn: Claire Young One Federal Street, 3rd Floor Boston, MA 02110		Pension plan for certain eligible union employees of BG-NEPS and BG Boston Services LLC
152.	BG New England Power Services, Inc. U.S. Bank National Association	BG New England Union Employees Pension Plan Trust Agreement	August 19, 2005	U.S. Bank National Association Attn: Claire Young One Federal Street, 3rd Floor Boston, MA 02110		BG New England Power Services, Inc. and BG Boston Services LLC union employees only
153.	Life Insurance Company of North America (ABL 960924) BG Boston Services, LLC	Amendment to Blanket Accident Policy	September 1, 2004- August 31, 2005 (and renewals)	Life Insurance Company of North America Attn: President or General Counsel 1601 Chestnut Street Philadelphia, PA 19192		
154.	Life Insurance Company of North America (ABL 960923) BG New England Power Services, Inc.	Blanket Accident Policy	September 1, 2004- August 31, 2005 (and renewals)	Life Insurance Company of North America Attn: President or General Counsel 1601 Chestnut Street Philadelphia, PA 19192		

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
155.	Local 369 of Utility Workers Union of America, AFL-CIO BG Boston Services, Inc. BG New England Power Services, Inc.	BG New England Comprehensive Welfare Benefit Plan	September 1, 2004	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184		
156.	Delta Dental BG New England Power Services, Inc.	Subscriber's Certificate Delta Dental PPO- Insurance	January 1, 2008	Delta Dental of Massachusetts Attn: Customer Service 465 Medford Street Boston, MA 02129 Delta Dental of Massachusetts Attn: Grievances 465 Medford Street Boston, MA 02129		
157.	Hartford Life Insurance Company BG New England Power Services, Inc.	Certificate of Insurance	January 1, 2008	The Hartford Group Benefits Division Attn: President or General Counsel Customer Service P.O. Box 2999 Hartford, CT 06104 Hartford Life Insurance Company Group Sales Department Attn: President or General Counsel 2 Park Avenue, 7th Floor New York, NY 10016		Policy Number GL-677314 -Life Insurance Plan for BG NEPS

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
158.	Blue Cross and Blue Shield of Massachusetts, Inc. Boston Generating, LLC	Premium Account Agreement-Health Care Benefits - Union	January 1, 2008	Blue Cross and Blue Shield of Massachusetts, Inc. Attn: President or General Counsel 401 Park Drive Boston, MA 02215-3326		
159.	Blue Cross Blue Shield of Massachusetts HMO Blue, Inc. Boston Generating, LLC	Premium Account Agreement-Health Care Benefits - Management	January 1, 2008	Blue Cross and Blue Shield of Massachusetts, Inc. Attn: President or General Counsel 401 Park Drive Boston, MA 02215-3326		
160.	Employees of Boston Generating, LLC and its subsidiaries BG New England Power Services, Inc.	New England Power Flexible Spending Account Plan- Section 125 Flexible Spending Plan	January 1, 2009	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive Braintree, MA 02184 Attn: Employees Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		
161.	Employees of Boston Generating, LLC and its subsidiaries Boston Generating, LLC	Boston Generating Severance Benefit Plan	September, 2005	Local 369 Utility Workers of America, AFL-CIO Attn: President or General Counsel 120 Bay State Drive		

	Contract Counterparties	Name of Contract	Contract Date	Notice Address	Payment Address	Brief Summary
				Braintree, MA 02184 Attn: Employees Boston Generating, LLC The Schrafft Center 529 Main Street, Suite 605 Charlestown MA 02129		

Exhibit 3

Schedule 4.9(b) (Benefit Plans)

Schedule 4.9(b) (as amended)

Benefit Plans

1. Adoption Assistance Program (salaried employees only)
2. BG Boston Services LLC Union Retirement 401(k) Plan and associated assets invested with Fidelity Investments.
3. BG New England Post-Employment Medical Savings Account Plan For Union Employees and all assets and liabilities associated with employee accounts held in Trust by U.S. Bank National Association (BG New England Power Services, Inc. and BG Boston Services LLC employees only)
4. BG New England Power Services, Inc. 401(k) Plan (for Salaried Employees) and associated assets invested with Fidelity Investments
5. BG New England Power Services, Inc. All Management Employee Long Term Disability Coverage with Prudential
6. BG New England Power Services, Inc. Union Group Mystic 7 Long Term Disability Coverage with Prudential
7. BG Boston Services LLC Union Group Mystic 8/9 and Fore River Long Term Disability Coverage with Prudential
8. BG New England Power Services, Inc. Union Retirement 401(k) Plan and associated assets invested with Fidelity Investments
9. BG New England Union Employees Pension Plan (BG New England Power Services, Inc. and BG Boston Services LLC union employees only)
10. BG New England Union Employees Pension Plan Trust Agreement and all associated assets under management by U.S. Bank National Association (BG New England Power Services, Inc. and BG Boston Services LLC union employees only)
11. BG New England Union Short Term Disability Policy (BG New England Power Services, Inc. union employees only)
12. BG Boston Services LLC Union Short Term Disability Policy (BG Boston Services LLC union employees only)
13. BG New England Power Services, Inc. Short Term Disability Policy (salaried employees only)
14. Boston Generating Severance Benefit Plan (salaried employees only)
15. Boston Generating, LLC Incentive Program (salaried employees and union employees of BG Boston Services LLC only)
16. Life Insurance Company of North America Business Travel Coverage
17. Comprehensive Welfare Benefit Plan ("wrap" plan document for all welfare benefit plans)

18. Delta Dental PPO Plus Premier Program (Comprehensive and Basic Plans), Management Employees
19. Delta Dental PPO Plus Premier Program (Comprehensive and Basic Plans), Union Employees (BG New England Power Services, Inc. and BG Boston Services LLC employees only)
20. Educational Assistance Program (salaried employees only)
21. Employee Assistance Program
22. Group Vision Care Policy with Eastern Vision Service Plan, Inc.
23. Life Insurance Plan with Hartford Life Insurance Company
24. Blue Cross Blue Shield PPO (Blue Care Elect) and Blue Cross Blue Shield HMO (HMO Blue New England) for Management Employees
25. Blue Cross Blue Shield PPO (Blue Care Elect) and Blue Cross Blue Shield HMO (HMO Blue New England) for Union Employees
26. BG New England Power Services and BG Boston Services ADP Flexible Spending Account Plan
27. Retention Letter from USPG to Arthur May dated as of December 2, 2008.
28. Retention Letter from USPG to Donna Maguire dated as of December 2, 2008.
29. Retention Letter from USPG to George Wilson dated as of December 2, 2008.
30. Retention Letter from USPG to Paul Hamilton dated as of November 23, 2008.
31. Retention Letter from USPG to Ray Ivers dated as of December 2, 2008.
32. Supplemental Health Plan for BG New England Power Services, Inc. Retired Employees, A Plan of the Utility Workers Union of America National Health and Welfare Fund (BG New England Power Services, Inc. union employees only)
33. Voluntary Accidental Death & Dismemberment Plan with Hartford Life Insurance Company

Exhibit 4

Exhibit B (Bidding Procedures)

D. J. Baker
Robert J. Rosenberg
Caroline A. Reckler (appearing *pro hac vice*)
Kimberly A. Posin (appearing *pro hac vice*)
LATHAM & WATKINS LLP
885 Third Avenue
New York, New York 10022-4834
Telephone: (212) 906-1200
Facsimile: (212) 751-4864

Proposed Counsel to the Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Boston Generating, LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 10-14419 (SCC)

Jointly Administered

**BIDDING PROCEDURES FOR THE SUBMISSION, RECEIPT AND ANALYSIS OF
BIDS IN CONNECTION WITH THE SALE OF DEBTORS' ASSETS**

These Bidding Procedures have been approved by the United States Bankruptcy Court for the Southern District of New York (the "Court") in connection with the above-captioned jointly administered cases of Boston Generating, LLC and certain of its affiliates (collectively, the "Debtors" or the "Company"), dated as of [____], 2010 [Docket No. ____] (the "Bidding Procedures Order").

These Bidding Procedures set forth the process by which the Debtors are authorized to conduct the sale (the "Sale") by auction (the "Auction") of the assets of the Debtors (defined as the "Acquired Assets" in the Asset Purchase Agreement dated as of August 7, 2010 (the "Stalking Horse APA"), by and among the Debtors and Constellation Holdings, Inc. (the "Stalking Horse Bidder") pursuant to the terms and conditions substantially in the form of the Stalking Horse APA. Please take notice that all capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Stalking Horse APA.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Boston Generating, LLC (0631); Boston Generating, LLC (0631); EBG Holdings LLC (3635); Fore River Development, LLC (7933); Mystic I, LLC (0640); Mystic Development, LLC (7940); BG New England Power Services, Inc. (0476); and BG Boston Services, LLC (6921).

Copies of the Bidding Procedures Order, Stalking Horse APA or other documents related thereto are available upon request to The Garden City Group, Inc. by calling 866-454-3498, emailing EBGrestructuring@gcginc.com or visiting www.bgrestructuring.com.

A. Assets to be Sold.

These Bidding Procedures set forth the terms by which prospective bidders, if any, may qualify for and participate in the Auction, thereby competing to make the highest or otherwise best offer for all or certain of the Acquired Assets and the Assumed Liabilities, as identified in further detail and defined in the Stalking Horse APA.

B. Stalking Horse Bidder

On August 7, 2010, the Debtors, the Stalking Horse Bidder and Constellation Energy Group, Inc. entered into the Stalking Horse APA for the sale of substantially all of the Acquired Assets pursuant to which: (i) the Stalking Horse Bidder agreed to pay One Billion and One Hundred Million Dollars (\$1,100,000,000.00) in cash, prior to adjustment of such amount in accordance with the terms of the Stalking Horse APA (the "**Cash Purchase Price**"), and to assume the Assumed Liabilities (together with the Cash Purchase Price, the "**Stalking Horse Bid**") for the Acquired Assets, subject to the outcome of the Auction and Court approval; and (ii) the Debtors agreed in the event that the Court approves the purchase of any of the Acquired Assets by any Person other than the Stalking Horse Bidder to (a) pay the Stalking Horse Bidder a break-up fee in the amount of Thirty Million Dollars (\$30,000,000) (the "**Break-Up Fee**") and (b) reimburse the Stalking Horse Bidder's reasonable out-of-pocket expenses up to an aggregate amount not to exceed Five Million (\$5,000,000) (the "**Reimbursable Expenses**") and together with the Break-Up Fee, the "**Break-Up & Expense Reimbursement Amount**").

C. Participation Requirements.

To participate in the bidding process or otherwise be considered for any purpose hereunder, a Person (other than the Stalking Horse Bidder) interested in purchasing the Acquired Assets, or a subset of the Acquired Assets, (a "**Potential Bidder**") must, on or before **November 1, 2010**,² deliver (unless previously delivered) to each of (i) Boston Generating, LLC, 505 Fifth Avenue, 21st Floor, New York, NY 10017, Attn: Mark Sudbey, Chief Executive Officer (msudbey@uspowergen.com), Jeff Hunter, Chief Financial Officer and Executive Vice President (jhunter@uspowergen.com) or such other person designated by the Debtors; (ii) Latham & Watkins LLP, 885 Third Avenue, New York NY 10022-4834, Attn: D. J. Baker, Esq. (dj.baker@lw.com) and Robert J. Rosenberg, Esq. (robert.rosenberg@lw.com), counsel to the Debtors and (iii) Jager Smith P.C., 485 Madison Avenue, 20th Floor, New York, NY 10022, Attn: Bruce F. Smith, Esq. (bsmith@jagersmith.com) the following documents (the "**Preliminary Bid Documents**"). Counsel to the Debtors will share the Preliminary Bid Documents with the Consulting Parties (as defined below) if such Consulting Parties confirm in

² November 1, 2010 is the outside deadline for Potential Bidders to deliver Preliminary Bid Documents. To the extent that Preliminary Bid Documents are received prior to that date, they will be considered as quickly as is reasonably possible.

writing to the Debtors that they will not be participating in the Auction process as a bidder (via a credit bid or otherwise).

- a. an executed confidentiality agreement (the "**Confidentiality Agreement**") reasonably acceptable to the Company;
- b. a non-binding indication of interest with respect to the purchase of all or certain of the Acquired Assets and the assumption of all or certain of the Assumed Liabilities; and
- c. preliminary proof by the Potential Bidder of its financial capacity to close a proposed transaction, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of acquiring the Acquired Assets, the party that will bear liability for a breach), the adequacy of which the Debtors and their advisors will determine.

Within two (2) calendar days after a Potential Bidder delivers the Preliminary Bid Documents, the Debtors, in consultation with the official committee of unsecured creditors (the "**Creditors' Committee**"), shall determine and notify the Potential Bidder whether such Potential Bidder has submitted acceptable Preliminary Bid Documents so that the Potential Bidder may conduct a due diligence review with respect to the Debtors. Only those Potential Bidders that have submitted acceptable Preliminary Bid Documents (each, an "**Acceptable Bidder**") may submit bids to purchase the Acquired Assets and assume the Assumed Liabilities. The Stalking Horse Bidder shall at all times be deemed an Acceptable Bidder.

D. Obtaining Due Diligence Access.

After receipt of an executed Confidentiality Agreement and notification of Acceptable Bidder status, the Debtors shall provide each Acceptable Bidder reasonable due diligence information, as requested, as soon as reasonably practicable after such request, which information shall be commensurate with that information given to the Stalking Horse Bidder. To the extent the Debtors give any information to any Acceptable Bidder that they had not previously provided to the Stalking Horse Bidder, the Debtors shall promptly provide such information to the Stalking Horse Bidder. The due diligence period will end on the Bid Deadline (as defined herein).

In connection with the provision of due diligence information to Acceptable Bidders, the Debtors shall not furnish any confidential information relating to the Debtors, the Acquired Assets, or the Sale to any person except an Acceptable Bidder or such Acceptable Bidder's duly-authorized representatives to the extent provided in the applicable Confidentiality Agreement.

The Debtors along with their advisors shall coordinate all reasonable requests for additional information and due diligence access from Acceptable Bidders; provided, however, the Debtors may decline to provide such information to Acceptable Bidders who, in the Debtors' reasonable business judgment, have not established that such Acceptable Bidders intend in good

faith to or have the capacity to consummate the purchase of all or certain of the Acquired Assets. No conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline.

The Debtors designate J.P. Morgan Securities Inc. ("JPM") to coordinate all reasonable requests for additional information and due diligence access. The contact information for JPM is:

David Feierstein	Kevin Shin
Tel: (212) 622-2086 Fax: (917) 463-0245 Cell: (516) 851-4924 E-mail: david.s.feierstein@jpmorgan.com	Tel: (212) 622-3432 Fax: (917) 546-2351 Cell: (917) 751-4332 E-mail: kevin.h.shin@jpmorgan.com

E. Bid Requirements.

To participate in the Auction, an Acceptable Bidder (other than the Stalking Horse Bidder) must deliver no later than the Bid Deadline (defined below) to the Debtors, their advisors, the Stalking Horse Bidder and the advisors to the Consulting Parties (defined below) at the addresses set forth in Paragraph F below an irrevocable offer that must:

- a. be in writing;
- b. at a minimum, exceed the aggregate sum of the following: (i) the Cash Purchase Price; (ii) the Assumed Liabilities; (iii) the Break-Up & Expense Reimbursement Amount (in the amount of \$35,000,000); (iv) any amount required to be reimbursed to the Stalking Horse Bidder pursuant to Section 6.19 of the Stalking Horse APA; and (v) the minimum bid increment of Ten Million Dollars (\$10,000,000) (such aggregate sum, the "Minimum Bid Increment") (all of which must be in cash and the assumption of administrative expense liabilities);
- c. constitute a good faith, bona fide offer to purchase all or certain of the Acquired Assets and to assume all or certain of the Assumed Liabilities;
- d. be accompanied by a clean and a duly executed copy of the Stalking Horse APA and the documents set forth as schedules and exhibits thereto, along with copies that are marked to reflect the amendments and modifications from the Stalking Horse APA executed with the Stalking Horse Bidder, which may not be materially more burdensome to the Debtors or inconsistent with these Bidding Procedures, including with respect to scope of the Acquired Assets and Assumed Liabilities;
- e. identify with particularity each and every condition to closing;
- f. identify with particularity the executory contracts and unexpired leases for which assumption and assignment is required;

- g. not be conditioned on any contingency, including, among others, on obtaining any of the following: (i) financing, (ii) shareholder, board of directors or other approval, (iii) regulatory contingencies of any kind (other than a condition that (A) any applicable waiting period under HSR (defined below) shall have expired or been terminated and (B) required authorization of (I) the Federal Energy Regulatory Commission ("**FERC**")³ pursuant to Section 203 of the Federal Power Act for disposition of the Acquired Assets, (II) the Federal Communications Commission ("**FCC**") for the transfer of control of the radio authorizations to the Potential Bidder, and (III) if applicable, any other governmental entity whose approval is identified by the Potential Bidder as required for the transaction as set forth in such Potential Bidder's bid, shall, in the case of each of (I), (II) and (III), have been obtained) and/or (iv) the outcome or completion of a due diligence review by the Potential Bidder. Any required governmental approvals identified by the Potential Bidder in addition to the FERC and FCC approvals described herein may impact the evaluation of a Qualified Bid (defined below);
- h. remain irrevocable until 48 hours after the conclusion of the Sale Hearing (as defined below) or such longer period of time as set forth below if the Potential Bidder is selected as the Back-Up Bidder (defined below).
- i. provide for a covenant (i) to close within the later of (A) fourteen (14) days after the entry of the Sale Order, (B) the expiration or termination of the applicable HSR (defined below) waiting period, (C) authorization of FERC pursuant to Section 203 of the Federal Power Act for disposition of the Acquired Assets, (D) authorization by any other governmental entity whose approval is identified by the Potential Bidder as required for the transaction as set forth in such Potential Bidder's bid, and (E) the receipt of approval of the FCC for the transfer of control of the radio authorizations to the Potential Bidder; and (ii) that the Potential Bidder will (A) make all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ("**HSR**"), and pay the fees associated with such filings within two (2) calendar days following the entry of the Sale Order; and (B) make all necessary filings to FERC pursuant to Section 203 of the Federal Power Act for disposition of the Acquired Assets, the FCC for the transfer of control of the radio

³ Notwithstanding the fact that the Debtors and the Stalking Horse Bidder have jointly filed an application with FERC pursuant to Section 203 of the Federal Power Act seeking authorization for disposition of the Acquired Assets to the Stalking Horse Bidder, the Debtors will assist and cooperate with the preparation and filing of an application by a Potential Bidder seeking similar authorization pursuant to Section 203 of the Federal Power Act to the extent reasonably possible and to the extent any Potential Bidder is pursuing such application with an honest and legitimate business purpose and whose actions in the Debtors' reasonable business judgment are not designed to impede or interfere with the sale process contemplated by these Bidding Procedures and provided that the Potential Bidder agrees not to file protests of, or comments opposing the joint application of the Debtors and the Stalking Horse Bidder or an application filed by another Potential Bidder.

authorizations to the Potential Bidder, and any other governmental entity whose approval is identified by the Potential Bidder as required for the transaction as set forth in such Potential Bidder's bid, and pay any fees associated with such filings, in each case within two (2) calendar days following the entry of the Sale Order;

- j. provide the Debtors, on or before the Bid Deadline, with sufficient and adequate information to demonstrate, to the satisfaction of the Company, that such Potential Bidder has the financial wherewithal and ability to consummate the acquisition of the Acquired Assets and the assumption of the Assumed Liabilities;
- k. fully disclose the identity of each entity that will be bidding for or purchasing all or certain of the Acquired Assets and assuming all or certain of the Assumed Liabilities or otherwise participating in connection with such bid, and the complete terms of any such participation, along with sufficient evidence that the Acceptable Bidder is legally empowered, by power of attorney or otherwise, to complete the transactions on the terms contemplated by the parties;
- l. be accompanied, on or before the Bid Deadline, by a cash deposit equal to Fifty Million Dollars (\$50,000,000), by wire transfer of immediately available funds to an account or accounts designated by the Debtors (the "**Good Faith Deposit**");
- m. state that the offering party or parties consents to the jurisdiction of the Court; and
- n. not request or entitle the Potential Bidder to any transaction or break-up fee, expense reimbursement, termination or similar type of fee or payment and shall include an acknowledgement and representation of the Potential Bidder that it has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Acquired Assets, the financial performance of the Acquired Assets or the physical condition of the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Bidding Procedures or the Stalking Horse APA.

Nothing herein shall preclude a bidder from submitting a competing bid in the form of a plan of reorganization and it being understood that such bid may be determined by the Debtors not to be a Qualified Bid.

Bids that the Debtors and their advisors determine fulfill all of the preceding requirements shall be deemed to be "**Qualified Bids**," and those parties submitting Qualified Bids shall be deemed to be "**Qualified Bidders**." As soon as practicable after the Bid Deadline, the Debtors shall determine which Acceptable Bidders are Qualified Bidders after consultation with their advisors and the advisors to the agent for the first lien lenders (the "**First Lien Lenders**") and the agent for the second lien lenders (the "**Second Lien Lenders**," together with the First Lien Lenders, the "**Lenders**" and each a "**Lender**") and the Creditors' Committee (together with the Lenders, the "**Consulting Parties**"), and the Debtors will notify the Acceptable Bidders and the Stalking Horse Bidder whether bids submitted constitute Qualified Bids so as to enable such Qualified Bidders to bid at the Auction. Any bid that is not deemed a "Qualified Bid" shall not be considered by the Debtors. The Stalking Horse Bidder shall be deemed to be a Qualified Bidder. The Stalking Horse APA submitted by the Stalking Horse Bidder and any additional bids timely submitted by the Stalking Horse Bidder (to the extent such bids are generally consistent with the terms of the Stalking Horse APA) shall be deemed Qualified Bids, qualifying the Stalking Horse Bidder to participate in the Auction.

F. Bid Deadline.

Binding written bids must be received by each of the Debtors, the Stalking Horse Bidder, their respective advisors, and the legal advisors to each of the Consulting Parties at the addresses set forth below, in each case so as to be actually received no later than 12:00 p.m. (prevailing Eastern Time) on Saturday November 13, 2010 (the "**Bid Deadline**").

Debtors	Counsel to Debtors
Boston Generating, LLC 505 Fifth Avenue, 21st Floor, New York, NY 10017, Attn: Mark Sudbey, CEO and Jeff Hunter, CFO and Executive Vice President or such other person as the Debtors designate prior to the Bid Deadline Email: msudbey@uspowergen.com; jhunter@uspowergen.com	Latham & Watkins LLP 885 Third Avenue New York NY 10022-4834 Attn: D. J. Baker, Esq. and Robert J. Rosenberg, Esq. Email: dj.baker@lw.com robert.rosenberg@lw.com
Counsel to the Agent for the First Lien Lenders	Counsel to the Stalking Horse Bidder
Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York NY 10019 Attn: Scott K. Charles, Esq. and Michael S. Benn, Esq. Email: SKCharles@wlkr.com MSBenn@wlkr.com	Winston & Strawn LLP 200 Park Avenue New York, NY 10166-4193 Attn: David Neier, Esq. Email: dneier@winston.com
Counsel to the Agent for the Second Lien Lenders	Counsel to the Creditors' Committee
Dechert LLP 1095 Avenue of the Americas New York, NY 10036-6797 Attn: Allan S. Brilliant, Esq. and Craig P. Druehl, Esq. Email: allan.brilliant@dechert.com craig.druehl@dechert.com	Jager Smith P.C. 485 Madison Avenue, 20th Floor New York, NY 10022 Attn: Bruce F. Smith, Esq. and Steven C. Reingold, Esq. Email: bsmith@jagersmith.com sreingold@jagersmith.com

G. Credit Bidding

The First Lien Lenders and Second Lien Lenders may make a credit bid for all of the collateral securing their claims to the full extent permitted by Section 363(k) of the Bankruptcy Code; *provided, however*, that the conditions set forth in this Paragraph G must be satisfied before the credit bid of a First Lien Lender or a Second Lien Lender is deemed to be a Qualified Bid. To be a Qualified Bid, a credit bid must also comply with each of the requirements set forth in Paragraph E above other than E(b). In addition, to be a Qualified Bid, a credit bid must, on or prior to the Bid Deadline, (i) include a cash amount as part of the purchase price for all or certain of the Acquired Assets upon which such First Lien Lenders and Second Lien Lenders do not have a first priority security interest, (ii) provide for payment in cash at closing and/or the assumption of the administrative and priority expense claims of the Debtors that own the Acquired Assets, and (iii) include a cash amount as part of the purchase price sufficient to pay the Break-Up & Expense Reimbursement Amount (e.g., \$35,000,000) plus any amount required to be reimbursed to the Stalking Horse Bidder pursuant to Section 6.19 of the Stalking Horse APA.

H. Evaluation of Qualified Bids.

Prior to the Auction, the Debtors shall evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtors' judgment, the highest or otherwise best bid (the "Starting Bid"). As soon as practicable prior to the date of the Auction, the Debtors shall notify the Stalking Horse Bidder as to which Qualified Bid is the Starting Bid. The Debtors shall thereafter distribute copies of the Starting Bid to each Qualified Bidder who has submitted a Qualified Bid.

I. No Qualified Bids.

If no Qualified Bids are received by the Bid Deadline, then the Auction will not occur, the Stalking Horse APA will be deemed the Successful Bid (as defined herein) and, subject to the Debtors' termination rights under the Stalking Horse APA, the Debtors will immediately pursue entry of an order by the Court approving the Stalking Horse APA and authorizing the sale of the Acquired Assets and the transfer of the Assumed Liabilities to the Stalking Horse Bidder.

J. Auction.

If one or more Qualified Bids are received by the Bid Deadline, then the Debtors shall conduct the Auction. The Auction shall commence at 10:00 a.m. on **November 15, 2010** at the offices of Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022-4834, or such later time or other place as the Debtors shall timely notify the Stalking Horse Bidder and all other Qualified Bidders following consultation with the advisors to the Consulting Parties.

The Auction will be conducted in accordance with the following procedures (the "Auction Procedures"):

- a. only Qualified Bidders and their legal and financial advisors, including the Stalking Horse Bidder, shall be entitled to bid at the Auction;

- b. the Qualified Bidders, including the Stalking Horse Bidder, shall appear in person or through duly-authorized representatives at the Auction;
- c. only such authorized representatives of each of the Qualified Bidders, the Stalking Horse Bidder, the Debtors, their respective advisors, and the advisors to the Consulting Parties shall be permitted to attend the Auction;
- d. bidding at the Auction shall begin at the Starting Bid;
- e. subsequent bids at the Auction, including any bids by the Stalking Horse Bidder, shall be made in minimum increments of Ten Million Dollars (\$10,000,000);
- f. the Stalking Horse Bidder shall receive a credit equal to the sum of the Break-Up & Expense Reimbursement Amount (e.g., \$35,000,000) in each round of bidding at the Auction and any amount required to be reimbursed to the Stalking Horse Bidder pursuant to Section 6.19 of the Stalking Horse APA;
- g. each Qualified Bidder will be informed of the terms of the previous bids;
- h. the bidding will be transcribed to ensure an accurate recording of the bidding at the Auction;
- i. each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the Sale;
- j. absent irregularities in the conduct of the Auction, or reasonable and material confusion during the bidding, the Court will not consider bids made after the Auction is closed; and
- k. the Auction shall be governed by such other Auction Procedures as may be announced by the Debtors, after consultation with their advisors as well as the advisors to the Consulting Parties, from time to time on the record at the Auction; provided, that any such other Auction Procedures shall not be inconsistent with any order of the Court.

K. Acceptance of the Successful Bid.

Upon the conclusion of the Auction (if such Auction is conducted), the Debtors, in the exercise of their reasonable, good-faith business judgment, and after consulting with their advisors and the advisors to the Consulting Parties, shall identify the highest or otherwise best bid (the "**Successful Bid**"). The Qualified Bidder having submitted the Successful Bid will be deemed the "**Successful Bidder**." The Successful Bidder and the Debtors shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments or other documents evidencing and containing the terms upon which such Successful Bid was made.

The Debtors will present the results of the Auction to the Court at the Sale Hearing (as defined below), at which certain findings will be sought from the Court regarding the Auction, including, among other things, that (a) the Auction was conducted, and the Successful Bidder was selected, in accordance with these Bidding Procedures, (b) the Auction was fair in substance and procedure, (c) the Successful Bid was a Qualified Bid (as defined in these Bidding Procedures), and (d) consummation of the Sale contemplated by the Successful Bid will provide the highest or otherwise best value for all or certain of the Acquired Assets and all or certain of the Assumed Liabilities and is in the best interests of the Debtors.

If an Auction is held, the Debtors shall be deemed to have accepted a Qualified Bid only when (a) such bid is declared the Successful Bid at the Auction and (b) definitive documentation has been executed in respect thereof. Such acceptance is conditioned upon approval by the Court of the Successful Bid and the entry of an Order approving such Successful Bid.

L. Sale Hearing.

A hearing to consider approval of the Sale of all or certain of the Acquired Assets and the transfer of all or certain of the Assumed Liabilities to the Successful Bidder (or to approve the Stalking Horse APA if no Auction is held) (the "**Sale Hearing**") is presently scheduled to take place on **November 17, 2010** at 10:00 a.m. prevailing Eastern Time, or as soon thereafter as counsel may be heard, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge for the Bankruptcy Court for the Southern District of New York, at: One Bowling Green, Courtroom 610, New York, NY 10004.

The Sale Hearing may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party.

At the Sale Hearing, the Debtors shall present the Successful Bid to the Court for approval.

M. Designation of Back-Up Bidder.

Following the approval of the Sale of all or certain of the Acquired Assets to any Successful Bidder at the Sale Hearing, if the Successful Bidder fails to consummate an approved Sale within the later of (1) fourteen (14) days after the entry of the Sale Order, (2) the expiration or termination of the applicable HSR waiting period, (3) the receipt of approval of FERC pursuant to Section 203 of the Federal Power Act, (4) the receipt of approval of the FCC for the transfer of control of the radio authorizations, (5) the receipt of approval by any other governmental entity whose approval is identified by the Potential Bidder as required for the transaction as set forth in such Potential Bidder's bid, and (6) December 6, 2010, the Debtors shall be authorized, but not required, to deem the next highest or otherwise best Qualified Bid (the "**Back-Up Bid**" and the party submitting the Back-Up Bid, the "**Back-Up Bidder**"), as disclosed at the Sale Hearing, the Successful Bid, and the Debtors in consultation with the Consulting Parties shall be authorized, but not required, to consummate the Sale with the Back-Up Bidder submitting such bid without further order of the Court. The Back-Up-Bid shall

remain open until the first business day following the consummation of a Sale of the Acquired Assets to the Successful Bidder.

N. Break-Up & Expense Reimbursement Amount.

The Debtors shall be obligated to pay to the Stalking Horse Bidder, by wire transfer in immediately available funds to an account designated by the Stalking Horse Bidder, all amounts due to the Stalking Horse Bidder, including the Break-Up Fee and Reimbursable Expenses, in each instance in accordance with the applicable provisions of the Stalking Horse APA.

O. Return of Good Faith Deposit.

The Good Faith Deposit of the Successful Bidder shall, upon consummation of the purchase of all or certain of the Acquired Assets and transfer of all or certain of the Assumed Liabilities, be credited to the purchase price paid for all or certain of the Acquired Assets and all or certain of the Assumed Liabilities. If the Successful Bidder fails to consummate the purchase of all or certain of the Acquired Assets and the assumption of all or certain of the Assumed Liabilities due to a breach by the Successful Bidder, then the Good Faith Deposit shall be forfeited to, and retained irrevocably by, the Debtors.

The Good Faith Deposit of any unsuccessful Qualified Bidders (except for the Stalking Horse Bidder and the Back-Up Bidder) will be returned within fifteen (15) days after the entry of the Sale Order by the Bankruptcy Court or upon the permanent withdrawal of the proposed Sale of all or certain of the Acquired Assets and all or certain of the Assumed Liabilities. The Good Faith Deposit of the Stalking Horse Bidder shall be returned in accordance with the terms of the Stalking Horse APA. The Good Faith Deposit of the Back-Up Bidder shall be returned upon the earlier of (i) the first day after consummation of the Sale of all or certain of the Acquired Assets and all or certain of the Assumed Liabilities by the Successful Bidder or (ii) the permanent withdrawal of the proposed Sale of all or certain of the Acquired Assets and all or certain of the Assumed Liabilities.

P. Reservation of Rights.

The Debtors reserve their rights, following consultation with their advisors and the advisors to the Consulting Parties and with the consent of the Stalking Horse Bidder (whose consent shall not be unreasonably withheld), to modify these Bidding Procedures in any manner that will best promote the goals of the bidding process and to impose, at or prior to the Auction, additional customary terms and conditions on the Sale of all or certain of the Acquired Assets and the transfer of all or certain of the Assumed Liabilities, including, without limitation, modifying the requirements for a Qualified Bid, extending the deadlines set forth in these Bidding Procedures, adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice, canceling the Auction, and rejecting any or all Qualified Bids (excluding, for the avoidance of doubt, the Stalking Horse Bidder's offer pursuant to the Stalking Horse APA) if, in the Debtors' business judgment, following consultation with their advisors, the Debtors determine that such Qualified Bid is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code or any related rules or the terms set forth herein, or (c) contrary to the best interests of the Debtors; provided, that if the Debtors cancel the

Auction, or reject all Qualified Bids other than Stalking Horse Bidder's, the Debtors shall promptly pursue entry of an order by the Court authorizing consummation of the Sale of all of the Acquired Assets and the transfer of all of the Assumed Liabilities to the Stalking Horse Bidder; and provided further, that the Debtors shall not extend the deadlines set forth in these Bidding Procedures beyond seven days, adjourn the Auction at the Auction and/or adjourn the Sale Hearing beyond seven days without the prior consent of the Stalking Horse Bidder which consent will not be unreasonably withheld. In the event that a Consulting Party or other insider or affiliate of the Debtors participates in this auction process as a Potential Bidder or a Qualified Bidder, as applicable, such party will be treated like and given no greater or better rights than any other Potential Bidder or Qualified Bidder, as applicable.

The Debtors shall provide to the Stalking Horse the information and documents specified in the Stalking Horse APA relating to the Auction and other bids within the time period and on the terms and conditions set forth in the Stalking Horse APA.